

TOWN OF BAY HARBOR ISLANDS

October 7, 2019

AGENDA

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

CALL TO ORDER: 7:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

1. Presentation HR Compensation Consultants, LLC

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

PUBLIC COMMENT: There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. **A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment.** Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.

COMMITTEE REPORTS:

CONSENT AGENDA: *(Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)*

2. **Approval** of the April 8th, 2019 Regular Council Meeting Minutes. Enclosed is a copy of the Draft Minutes.
3. **Consideration and Approval** of **proposal** for insurance (general, professional, automobile, property, and workers' compensation) from the Florida Municipal Insurance Trust (Florida League of Cities) for the 2019 / 2020 fiscal year in the amount of \$247,292. Enclosed is a Memorandum provided by Assistant Town Manager / Finance Director Melissa Cruz.
4. **Approval** of the annual contract with the health, life, disability, and dental insurance providers (Florida Blue, The Standard and MetLife) in the amount of \$812,925.48 for the 2019 / 2020 fiscal year. Enclosed is a Memorandum with detailed information from Assistant Town Manager / Finance Director Melissa Cruz.

5. **Consideration and Approval** to utilize the Sourcewell (formally NJPA) contract with Enterprise Fleet Management (EFM) for the lease of four (4) new fleet vehicles in the amount of \$28,205.52 to be utilized by the Public Works and Parking Enforcement Departments. Enclosed is a copy of the proposal and other supporting documents.
6. **Consideration and Approval** of a proposal by Garber Fleet Sales, through the Florida Sheriff's Association & Florida Association of Counties for an open end lease of one (1) 2020 Dodge Charger in the amount of \$23,772.00 and one (1) 2020 Chevy Tahoe in the amount of \$33,725.00 to be utilize by the Police Department. Enclosed is a copy of the proposal from Garber Fleet Sales.

STAFF RECOMMENDATION: Approval

POLL VOTE

ORDINANCES ON SECOND READING:

7. **Consideration and Approval** of an ordinance on **second** reading amending Chapter 16 of the Town Code to create a Deferred Retirement Option Plan("DROP") for law enforcement members of the Employees Retirement System. Enclosed is a copy of the proposed ordinance and impact study.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, PROVIDING FOR THE CREATION OF A DEFERRED RETIREMENT OPTION ("DROP") PLAN FOR SWORN MEMBERS OF THE RETIREMENT SYSTEM; PROVIDING FOR CODIFICATION; AND PROVIDING FOR THE TERMS AND CONDITIONS OF ELIGIBILITY AND PARTICIPATION.

STAFF RECOMMENDATION: Approval

POLL VOTE

8. **Consideration and Approval** of an ordinance on **second** reading increasing the monthly base and flow charges for sewer service. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTION 20-9 OF THE TOWN CODE INCREASING THE MONTHLY BASE AND FLOW CHARGES FOR SEWER SERVICE; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council discretion

POLL VOTE

ORDINANCES ON FIRST READING:

9. **Consideration and Approval** of an ordinance on first reading requested by Council Member Leonard and Council Member Reid to prohibit plastic beverage straws and plastic beverage stirrers. Attach is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 9 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED SOLID WASTE COLLECTION; AND SPECIFICALLY ADDING AND REVISING DEFINITIONS TO SECTION 9.1 AND ADDING A NEW SECTION 9-28 PROHIBITING PLASTIC BEVERAGE STRAWS AND PLASTIC BEVERAGE STIRRERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

10. **Consideration and Approval** of an ordinance on **first** reading amending the Chapter 5 Town Code to require a demolition Bond. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 5 ENTITLED BUILDINGS AND CONSTRUCTION OF THE TOWN'S ADOPTED CODE OF ORDINANCES AND SPECIFICALLY ADDING A NEW SECTION 5.3.1 TO REQUIRE A DEMOLITION BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council Discretion

POLL VOTE

TOWN MANAGER ITEMS: *(Town business items requiring Council approval)*

11. **Adoption** of a Vision and Mission Statement for the Town.

DISCUSSION ITEMS:

12. **Discussion** requested by Council Member Reid to amend the regulations for unit sizes in the B-1 Business District to be the same size as the residential district. Enclosed is a comparison of the sizes provided by Town Planner Miller.

ADJOURNMENT: Set for approximately 7:55 p.m. *Set for 11:00 p.m. (Any items not addressed by 11:00 PM, will be continued to the following day at 7:00 PM)*

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM REPORT

October 7, 2019

ITEM NUMBER: 1.

ITEM: Presentation HR Compensation Consultants, LLC

DESCRIPTION:

HR Compensation Consultants (HRCC) compensation and market analysis study conducted for The Town of Bay Harbor Islands 2019. This study was performed in order to ensure that the Town's compensation and job descriptions are in line with the market and municipalities of similar size and structure. Furthermore, the results of this study and subsequent implementation will allow the Town to attract and retain quality employees, ensure that the Town is in compliance with all applicable labor laws and establishes a uniform framework and compensation model for the Town which promotes internal equity, transparency and fiscal responsibility.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

The new pay structure will be implemented and spread out throughout the fiscal year. The employee will be placed on the new pay system at the time of their annual performance/merit evaluation. This will minimize and spread out the fiscal impact to the Town.

BUDGET IMPACT:

Submitted By: Jenice Rosado, Human Resources Manager

ATTACHMENTS

1. BHI_Council Presentation_7 Oct 2019 - revised



Job and Pay Framework Discussion Guide

The Town of Bay Harbor Islands

COUNCIL PRESENTATION

OCTOBER 7, 2019

agenda

- ✓ Project Overview
- ✓ One: Internal Study
- ✓ Two: Market Research
- ✓ Three: Your Framework
- ✓ Implementing the New Plan
- ✓ Next Steps



Our history and experience

Since 2003

Principal has over 20 years of progressive compensation experience (starting with governmental consulting)

Consultants have over 15 years of HR and compensation experience

Clients from private-sector, university, non-profit and public-sector

Our goal

Develop and implement a new compensation program . . .

- ✓ **Attractive** to job candidates
- ✓ **Retains** talented, skilled employees
- ✓ **Competitive** in the external job market
- ✓ Guides **career planning**
- ✓ **Complies** with labor law and regulations
- ✓ **Supports** internal equity and fiscal responsibility

Our process



Part one: Internal study

GETTING TO KNOW YOU

Our review



- ✓ Updated Job Descriptions
- ✓ Organizational Charts
- ✓ Employee Data
- ✓ Department Head Interviews
- ✓ Position Questionnaires (PQs)
- ✓ Role & Level Guides

Job framework – Role and Level

1. **Associate** – Service-related work; typically requires minimum skill
2. **Technician** – work that requires technical or specialized knowledge gained through technical certification and previous experience
3. **Professional** – work focuses on higher level technical, specialized or analytical tasks; requires knowledge gained through formal education

Individual Contributors



Job framework – Role and Level

4. **Leader** - Primary focus of job is people management

- ✓ Hiring
- ✓ Training
- ✓ Performance management
- ✓ Budgeting

Technical or specialized work

Usually requires knowledge gained through formal education

Highest levels include accountability for strategic direction of organization



Checked FLSA status

The Fair Labor Standards Act (FLSA) determines an employee's **eligibility for overtime compensation**

“Exempt” employees not eligible for overtime

“Non-exempt” employees paid hourly, eligible for overtime

Job framework

Grade	Leader	Professional	Technician	Associate
12	L7			
11	L6			
10	L5	P6		
9	L4	P5		
8	L3	P4		
7	L2	P3		
6	L1	P2	T5	A5 A4 A3 A2 A1
5		P1	T4	
4			T3	
3			T2	
2			T1	
1				

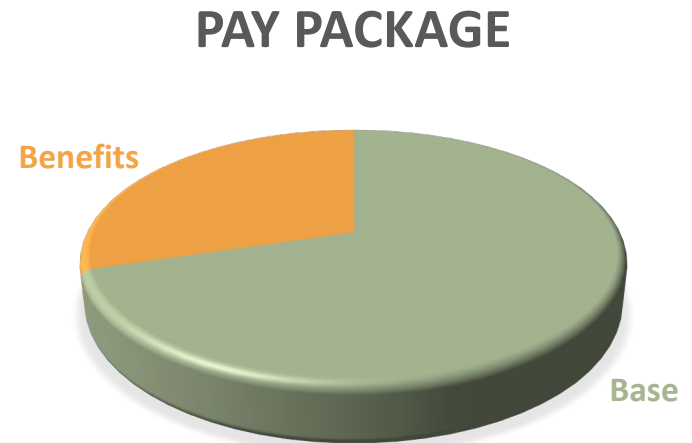
Part two: Market Research

WHAT'S THE GOING RATE?

Compensation philosophy

Position pay in relative labor market

Typically relative to the average midpoint



Market composite

Collect pay data from public-sector organizations, in surrounding areas

- ✓ City of Coral Gables
- ✓ City of Hallandale
- ✓ City of North Miami Beach
- ✓ Town of Surfside
- ✓ Village of Bal Harbor
- ✓ Village of Biscayne Park
- ✓ Village of Miami Shores

Private sector scope

- ✓ Industry: General
- ✓ Geography: Miami Dade Metro
- ✓ Size: 50 – 100 FTEs; 100 – 200 FTEs

Design pay grade and range structure

Benchmark jobs



Jobs that are similar across organizations

Match 70% of duties, skills, education and experience

Found in various types and levels of work

Part three: Your framework

PUTTING IT ALL TOGETHER

Creating your pay framework

Use internal and external data

Place benchmark jobs in the new framework

Slot non-benchmark jobs based on internal equity

Pay Administration Guidelines

Hiring Rate

Temporary Assignment Pay

Promotion

Demotion

Transfer / Lateral Move

Merit Increase

Changes to be made with
new employee manual

How are you paying your people?

Analyze employee actual pay using “Compa-Ratio” analysis

- The ratio of a base pay (numerator) to the midpoint or some other control point for the pay range (denominator)

$$(\text{Base Pay} \div \text{Midpoint}) \times 100$$

- If paid at midpoint, the compa-ratio is 100%
- If paid below midpoint, the compa-ratio is less than 100%
- If paid above midpoint, the compa-ratio is greater than 100%

Implementing your plan

Most employees pay fits in the new range

Implementation could:

- Increase employee pay by COLA 1.75%
- Adjustment to new step
- Title changes
- Overtime eligibility

Next Steps & Timing

1. Implement new Pay Ranges
2. Begin using new Compensation Administration Guidelines
3. Make changes to reporting relationships and department organization
4. Share new / updated job descriptions
5. Implement a new performance evaluation process as Phase 2



AGENDA ITEM REPORT

October 7, 2019

ITEM NUMBER: 2.

ITEM: Approval of the April 8th, 2019 Regular Council Meeting Minutes. Enclosed is a copy of the Draft Minutes.

DESCRIPTION:

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. 4-9-19 reg DRAFT

**MINUTES OF A REGULAR MEETING
TOWN OF BAY HARBOR ISLANDS**

A Regular Council Meeting of the Town Council was held on Monday April 8th, 2019 at 7:15 p.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Stephanie Bruder	
Vice Mayor Joshua Fuller	Council Member Jordan Leonard
Council Member Kelly Reid	Council Member Isaac Salver
Council Member Elizabeth Tricoche	Council Member Robert Yaffe

SPECIAL PRESENTATION:

Item 1. Formal presentation of the Town's Comprehensive Annual Financial Report for the year ended September 30, 2018. Mr. Michael Futterman of Marcum, LLP represents the Town's auditors and will be present at the meeting.

Michael Futterman of Marcum, LLP came forward and provided a brief summary of the Comprehensive Annual Financial Report for the fiscal year ending September 30th, 2018. He highlighted pages 29-90 on the Town regulations, there were no internal deficiencies and the audit did not encounter any problems with staff or management.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

- Block 11 Committee – Will like to re-open the Block 11 Committee to discuss the lease agreement for parking spaces behind Town Hall. The property owners would like to increase the fees and add other provision.
- Pay by Phone – Have met with the company and would like to provide options for the public to be able to purchase parking decals via the mobile app.
- Real time Crime Fighting – The Police Department has successfully installed a real time / live feed cameras to monitor the Bay Harbor Streets from all entry points.
- Police Department – The Police Department will undergo the re-accreditation process.
- Founder Day Concert – Schedule for April 28th.

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

Council Member Tricoche attended the Easter Egg Hunt; Miami-Dade County Days in Tallahassee and the Town Annual Broad Family Picnic.

Council Member Reid attended the Annual Spring Egg hunt.

Council Member Salver thanked the community on his re-election to Town Council unopposed. He attended the Board of Directors Meeting for the Florida Municipal Loan Council; Florida League of Cities Legislative Action Days and the Children's Trust Meeting.

Council Member Leonard attended the Town's Annual Broad Family Picnic; Florida League of Cities Legislative Action Day; Florida League of Cities Board of Directors meeting and Miami-Dade County Days in Tallahassee.

Council Member Yaffe thanked the Town residents on his re-election to the Town Council. He reported he attended the Miami-Dade Days in Tallahassee; Spring Egg Hunt; Town Annual Picnic and reminded the residents of the upcoming event of Pizza with the Police.

Vice Mayor Fuller attended Miami-Dade County Days in Tallahassee; Florida League of Cities Legislative Action Days and the Town Annual Picnic.

Mayor Bruder attended the Miami Dade County Days in Tallahassee and thanked Community Services Director Regine Choute and staff for a job well done at the Town's Annual Picnic.

PUBLIC COMMENT: There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.

Kathleen Kennedy, 9120 W. Bay Harbor Drive, came forward and thanked the Town staff for a great picnic coordination and suggested for the Town to consider the addition of a treadmill for the Community Center.

Frances Neuhut, 1060 Kane Concourse, came forward and asked why a Unity of Title for the 1177 Kane Concourse Project was not recorded and was concerned with the parking near Town Hall.

Kathie Srur, 10350 W. Bay Harbor Drive, came forward and was concerned with the traffic and congestion the proposed project at the 1177 Kane Concourse could bring to the Town.

Lou Coffee, 10350 W. Bay Harbor Drive, came forward and thanked the Town Council on their efforts to retain Home Rule. He agreed with the overall concept of the 1177 Kane Concourse Project but was concerned with the developer's special reliefs; traffic; parking; and school overcrowding.

Judge Marcia Cooke, 10,000 W. Bay Harbor Drive, came forward and felt that there was not much entertainment in Town for residents and asked for the Town Council to look at what the resident need.

COMMITTEE REPORTS:

CONSENT AGENDA: (Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)

ORDINANCES ON SECOND READING:

Item 2. Consideration and approval of an ordinance on second reading amending Chapter 5 1/4 of the Town Code creating the "Communications Rights-of-Way Ordinance" providing for registration for placing or maintaining communications facilities in the public rights of way.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE TOWN OF BAY HARBOR ISLANDS BY AMENDING CHAPTER 5%, SECTIONS 5%-1 – 5%-17, CREATING THE “COMMUNICATIONS RIGHTS-OF-WAY ORDINANCE,” AS PROVIDED HEREIN; PROVIDING INTENT AND PURPOSE, APPLICABILITY AND AUTHORITY TO IMPLEMENT; PROVIDING DEFINITIONS; PROVIDING FOR REGISTRATION FOR PLACING OR MAINTAINING COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; PROVIDING REQUIREMENT OF A PERMIT; PROVIDING APPLICATION REQUIREMENTS AND REVIEW PROCEDURES; PROVIDING FOR A PERFORMANCE CONSTRUCTION BOND; PROVIDING FOR CONSTRUCTION METHODS; PROVIDING DEVELOPMENT AND OBJECTIVE DESIGN STANDARDS; PROVIDING FOR FEES AND TAXES; PROVIDING ENFORCEMENT REMEDIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Attorney for Atlantic Broadband, Bryan Patacchiola, came forward and was concerned with the provision of the proposed ordinance which required a performance bond.

Attorney Gary Resnick came forward and explained that the performance bond will allow the Town to have a remedy should the Town encounter unexpected incidents such as a water main break or other construction accidents.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and felt that utilities should be underground as the Town Code requires.

CLOSED PUBLIC COMMENT

ACTION: Council Member Yaffe made a motion to approve the proposed ordinance on second reading. Council Member Tricoche seconded the motion and it passed by unanimous poll vote.

Item 3. Consideration and Approval of an ordinance on second reading amending Chapter 23-5 of the Town use regulations, authorizing Medical Marijuana dispensing facilities within the B-1 Business District.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 23-5 OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES AUTHORIZING MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES WITHIN THE B-1 BUSINESS DISTRICT OF THE TOWN OF BAY HARBOR ISLANDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

ACTION: Council Member Yaffe made a motion to approve the proposed ordinance on second reading. Council Member Leonard seconded the motion and it passed by 4-3 poll vote, with Council Member Reid, Council Member Salver and Council Member Tricoche opposed.

Item 4. Consideration and Approval of an ordinance on second reading amending Chapter 16-24.1, the Town of Bay Harbor Islands Retirement System, to permit general employees to purchase credited service for past U.S. military and/or police service. Enclosed is a copy of the proposed ordinance and supporting documents. Mr. David Robinson of Sugarman & Susskind will be available to answer any questions.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, TO PERMIT GENERAL EMPLOYEES TO PURCHASE CREDITED SERVICE FOR PAST U.S. MILITARY AND/OR POLICE SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

At this time Council Member Yaffe stepped out of the dias.

ACTION: Council Member Salver made a motion to approve the proposed ordinance on second reading. Vice Mayor Fuller seconded the motion and it passed by unanimous poll vote.

ORDINANCES ON FIRST READING:

Item 5. Consideration and approval of an ordinance on first reading amending the Town Code to replace the current flood ordinance with a new model ordinance. The state has created a new “model” flood code for communities that participate in the FEMA NFIP program.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES TO REPEAL THE TOWN’S EXISTING CHAPTER 7½ ENTITLED FLOOD DAMAGE PREVENTION; TO ADOPT A NEW UPDATED CHAPTER 7½ ENTITLED FLOOD DAMAGE PREVENTION; TO ADOPT UPDATED FLOOD PLAIN MAPS; TO DESIGNATE A FLOODPLAIN ADMINISTRATOR; TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS; AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; PROVING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Council Member Yaffe returned to the dias.

ACTION: Council Member Salver made a motion to approve the proposed ordinance on first reading. Vice Mayor Fuller seconded the motion and it passed by unanimous poll vote.

DEFERRED ITEMS:

TOWN MANAGER ITEMS: (Town business items requiring Council approval)

Item 6. Consideration and Approval of a proposal from Management Partners in the amount of \$17,000 to conduct a Council Retreat and Goal Setting Session. Enclosed is a copy of the Proposal provided by Management Partners.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and was opposed to the meeting being held outside of Town Hall.

CLOSED PUBLIC COMMENT

ACTION: Council Member Salver made a motion to approve the proposal from Management Partners. Council Member Leonard seconded the motion and it passed unanimously.

Item 7. Consideration and approval of emergency funds to install a new water line and roadway/parking restoration for the purpose of supplying water to one of the Ruth K. Broad K-8 sprinkler systems in the amount of \$45,000.00.

ACTION: Council Member Yaffe made a motion to approve the emergency funds. Council Member Leonard seconded the motion and it passed unanimously.

Item 8. Consideration and approval of contract award to Shen Line LLC. in the amount of \$86,392.50 to "Line Road Culvert Crossings in Zone 4 with CIPP" also referred to as Contract BHI 200 and a contingency for the amount of \$13,607.00.

ACTION: Council Member Leonard made a motion to approve contract award to Shen Line, LLC in the amount of \$86,392.50. Council Member Tricoche seconded the motion and it passed by unanimous poll vote.

DISCUSSION ITEMS:

Item 9. Discussion requested by Vice Mayor Fuller with regard to scheduling a closed session to discuss security issues at Ruth K. Broad Bay Harbor K-8 Center.

Vice Mayor Fuller asked for the Town Council consideration to hold a closed meeting to discuss security strategies for the Ruth K. Broad Bay Harbor K-8 Center and the community.

Assistant Town Attorney Simone stated that the Attorney General office has confirmed with the Town Attorney Office opinion to allow the Town Council to schedule a closed meeting. The meeting will be exempt from disclosure and should be notice as a close meeting. He added that the meeting may or may not be recorded and may or may not have minutes for the meeting. He suggested that the meeting be noticed and announced at the next Regular Council Meeting.

Council Member Yaffe clarified that the purpose of the meeting was for elected officials and law enforcement to meet and discuss the safety measures and strategies for the school kids and the community.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and asked if attendees of the meeting was for the Town Council only. Assistant Town Attorney Simone responded, yes.

CLOSED PUBLIC COMMENT

Consensus was for staff to schedule a closed meeting for the Council to discuss security strategies at the school and the Town. The meeting will be noticed and announced at the next Regular Council Meeting.

Item 10. Discussion requested by Council Member Reid to prohibit the sale, use or distribution of plastic bags in the Town.

Council Member Reid explained that the Village of Bal Harbour recently passed legislation to prohibit single use plastic bags. She was concerned with the marine life and the environment. She felt the local business had a great transition from Styrofoam to paper and suggested a voluntary compliance program for the local businesses.

There was a brief discussion from the Council to include plastic straws; educate the public and business owners via a public service announcement and a possible voluntary program for 6 months.

Consensus was to start a 6-month voluntary program within Town and to reach out to the local businesses in the Business District to provide them with environmentally friendly alternatives.

There being no further business to discuss meeting was adjourned at 9:20 p.m.

MAYOR

ATTEST

TOWN CLERK

DRAFT

AGENDA ITEM REPORT

October 7, 2019

ITEM NUMBER: 3.

ITEM: Consideration and Approval of proposal for insurance (general, professional, automobile, property, and workers' compensation) from the Florida Municipal Insurance Trust (Florida League of Cities) for the 2019 / 2020 fiscal year in the amount of \$247,292. Enclosed is a Memorandum provided by Assistant Town Manager / Finance Director Melissa Cruz.

DESCRIPTION:

The Florida Municipal Insurance Trust (FMIT) offers a two year rate lock, the second year premium will be at the same rates with the total subject to changes in covered properties, payrolls, any change in the published NCCI experience modification factor for the Town.

Staff recommends approval of the proposal from the Florida Municipal Insurance Trust (FMIT) in the amount of \$247,292.

Enclosed is a copy of the Memorandum provided by Assistant Town Manager / Finance Director Melissa Cruz.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This expenditure was budgeted in the 2019 / 2020 Fiscal Year.

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
 Melissa Cruz, Finance Director

ATTACHMENTS

1. Insurance Recommendation 092519

TOWN OF BAY HARBOR ISLANDS MEMORANDUM

DATE: SEPTEMBER 26, 2019
TO: MAYOR AND TOWN COUNCIL
THROUGH: J.C. JIMENEZ, TOWN MANAGER
FROM: MELISSA CRUZ, ASSISTANT TOWN MANAGER/FINANCE DIRECTOR
RE: PROPERTY, LIABILITY, & WORKERS' COMPENSATION INSURANCE FOR 2019-2020

We received proposals from our current insurer, Preferred Governmental Insurance Trust and the Florida Municipal Insurance Trust (Florida League of Cities). These are the only insurance providers that offer comprehensive coverage (including property, liability, and workers' compensation insurance) to Florida local governments.

	Expiring <u>PGIT</u>	Proposed <u>PGIT</u>	Proposed <u>League</u>
Workers' Compensation	\$ 63,358	\$ 63,794	\$ 62,659
Property, Liability, and Automobile	194,124	193,974	179,831
	\$ 257,482	\$ 257,768	\$ 247,292

The League of Cities (FMIT) quote is lower than the PGIT quote by \$10,476. We have been well served by both insurers in the past. Given the lower premium, acceptance of the League of Cities proposal in the amount of \$247,292 is recommended. Approval should be by a polled vote.

AGENDA ITEM REPORT

October 7, 2019

ITEM NUMBER: 4.

ITEM: Approval of the annual contract with the health, life, disability, and dental insurance providers (Florida Blue, The Standard and MetLife) in the amount of \$812,925.48 for the 2019 / 2020 fiscal year. Enclosed is a Memorandum with detailed information from Assistant Town Manager / Finance Director Melissa Cruz.

DESCRIPTION:

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The Town budgeted \$1,000,000 for Health, Dental, Vision, Life and Disability Insurance for the 2019 / 2020 Fiscal Year.

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
 Melissa Cruz, Finance Director

ATTACHMENTS

1. Health Insurance selection memo 092619
2. Town FY 2019 Benefit Expense

TOWN OF BAY HARBOR ISLANDS MEMORANDUM

DATE: SEPTEMBER 26, 2019
TO: MAYOR AND TOWN COUNCIL
VIA: J.C. JIMENEZ, TOWN MANAGER
FROM: MELISSA CRUZ, ASSISTANT TOWN MANAGER/ FINANCE DIRECTOR
RE: EMPLOYEE GROUP INSURANCE FOR FY 2019-20

For FY 2019-20, our Agent of Record, Ms. Leslie Cartlet provided the Town with multiple options for renewal of the group insurance. In addition to seeking a quote from our existing carrier – Florida Blue, our agent was able to obtain quotes from United Health, Neighborhood Health, Avmed, Humana & Florida League of Cities.

After careful analysis of all the carriers and plan options provided; it is in the best interest of the Town and in the best interest for the employees of the Town (due to the general needs and usage of our group) to renew with Florida Blue.

Florida Blue initially presented the Town with a renewal rate that included an approximate 18% increase for the HMO coverage and a 21% increase in the PPO coverage. After multiple negotiation sessions, the broker together with our management team was able to reduce that increase to 6% for the HMO and a 9% increase for the PPO coverage with the caveat that the Town maintain the SAME level of benefit coverage that was being currently offered (low deductible, open access, etc.). Our annual medical premiums went up an estimated additional \$54,365 a year between the PPO and HMO plans (depending on coverage elections).

Met life, our dental provider, was able to offer no premium increase in dental HMO but increased the PPO rate approximately 3%. Vision rates remain the same with no increase.

For Fiscal year 2019-2020, the Town received an increase from UNUM for Life & AD&D. This prompted the town to evaluate our coverages further in order to maintain competitive benefit structures and provide an additional safeguard for our employees. The Town decided to change providers from UNUM to The Standard and through this change the Town was able to add short term disability coverage & increased the life insurance coverage for all employees from \$50,000 to the rate equivalent to that of the employee's annual salary (minimum of 50K if annual salary is less than 50K). A "In the line of duty benefit" for life coverage was also provided to our police officers. The additional cost for the life insurance, AD&D and short-term disability equate to an additional \$21,000 annually.

Overall the Town's coverage elections provide our employees and the Town with a comprehensive competitive benefit package that does not compromise quality while at the same time maintaining cost effectiveness for the Town. All changes detailed above are covered by the amount budgeted for insurance in the FY 2019-2020 budget.

Town of Bay Harbor Islands

Fiscal Year Costs Beginning 10-2019

Health Insurance		
Total Annual Cost	\$	904,099.20
Employee Costs (including Retirees)	\$	160,461.00
Town Costs	\$	743,638.20
Dental Insurance		
Total Annual Cost	\$	43,624.32
Employee Costs (including Retirees)	\$	30,895.44
Town Costs	\$	12,728.88
Vision Insurance		
Total Annual Cost	\$	1,774.32
Employee Costs (including Retirees)	\$	1,774.32
Town Costs	\$	-
Life and AD&D Insurance		
Total Annual Cost	\$	18,642.84
Employee Costs (including Retirees)	\$	-
Town Costs	\$	18,642.84
Long-Term Disability Insurance		
Total Annual Cost	\$	20,623.68
Employee Costs (including Retirees)	\$	-
Town Costs	\$	20,623.68
Short-Term Disability Insurance		
Total Annual Cost	\$	17,291.88
Employee Costs (including Retirees)	\$	-
Town Costs	\$	17,291.88
ANNUAL BENEFITS EXPENSE		
Total Annual Cost	\$	1,006,056.24
Employee Costs (including Retirees)	\$	193,130.76
Town Costs	\$	812,925.48

AGENDA ITEM REPORT

October 7, 2019

ITEM NUMBER: 5.

ITEM: Consideration and Approval to utilize the Sourcewell (formally NJPA) contract with Enterprise Fleet Management (EFM) for the lease of four (4) new fleet vehicles in the amount of \$28,205.52 to be utilized by the Public Works and Parking Enforcement Departments. Enclosed is a copy of the proposal and other supporting documents.

DESCRIPTION:

Approval to lease four new vehicles to replace a 1993 Step Van for the Sewer Department; a 2007 Dodge Ram Pickup for the Broad Causeway; a 2009 Chevy Cobalt for the Parking Enforcement Department, and a new Ford F 150 for Streets & Parkways.

Enterprise Fleet Management (EFM) obtained the pricing of these vehicles through Sourcewell, a national buying cooperative which establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. The Joint Exercise of Powers Law allows members to legally purchase through such contracts without duplicating their own competitive solicitation process and requirements, resulting in a high-quality selection of nationally leveraged, competitively solicited contracts. The Town has utilized Sourcewell in the past for the purchase of our new Tyler Technologies Financial Software.

Attached, please find supporting documentation of the following; The Sourcewell Contract with Enterprise Fleet Management (EFM), the Master Equity Lease Agreement with EFM, Amendment to the Master Equity Lease Agreement with EFM, Maintenance Agreement with EFM, Open-End (Equity) Lease Rate Quotes for all four vehicles and menu pricing for all four vehicles from EFM.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

All vehicles leased in this item were budgeted for the 2019-2020 Fiscal Year and priced through the Contract which Enterprise Fleet Management (EFM) has established through Sourcewell, a national buying cooperative.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
2020 Ford Escape	10/8/2019	\$5,604.36	404-545.0-400044.000		\$6,500.00
2020 Dodge ProMaster 3500	10/8/2019	\$8,544.60	402-535.0-400044.000		\$13,400.00

2020 F 350	10/8/2019	\$8002.32	401-541.5- 400044.000		\$8,100.00
2020 Ford F 150	10/8/2019	\$6,054.24	001-541.0- 400044.000		\$6,840.00

Submitted By: Douglas Armstrong, Assistant Public Works Director
Juan C Jimenez, Town Manager
Melissa Cruz, Finance Director

ATTACHMENTS

1. ENTERPRISE FLEET MANAGEMENT PIGGYBACK CONTRACT WITH SOURCEWELL
2. MASTER EQUITY LEASE AGREEMENT EFM
3. AMENDMENT TO MASTER EQUITY LEASE AGREEMENT EFM
4. OPEN END EQUITY LEASE RATE QUOTE 2020 DODGE PROMASTER 3500
5. OPEN END EQUITY LEASE RATE QUOTE 2020 Ford Escape
6. OPEN END EQUITY LEASE RATE QUOTE 2020 Ford F 150
7. OPEN END EQUITY LEASE RATE QUOTE 2020 Ford F 350
8. 2020 Menu Pricing

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: Enterprise Fleet Management

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.17.2.1	5. Installation, operation and maintenance of dedicated charging and fueling stations;	Delete this number 5 in its entirety	August 9, 2018 Sourcewell* accepts
3.23.2	Vendor use of sub-contractors in sourcing or delivering equipment/product/services:	NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Suggested Solutions Options include:	August 9, 2018 Sourcewell* accepts
3.24	Geographic Area to be Proposed:	Refer to Enterprise Response #20.	August 9, 2018 Sourcewell* accepts
3.30.1	Deviations from industry standards	Delete this section in its entirety – all industry standard deviations is too broad and cannot be defined	August 9, 2018 Sourcewell* accepts
3.34	Warranty:	Delete this section in its entirety - All warranties made by any supplier, vendor and/or manufacturer of a Vehicle will be assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.	August 9, 2018 Sourcewell* accepts
3.35	Additional Warrants:	Delete this section in its entirety - All warranties made by any supplier, vendor and/or manufacturer of a Vehicle will be assigned by Lessor to Lessee for the applicable Term and Lessee's only	August 9, 2018 Sourcewell* accepts

		remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.	
5.31	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, market conditions, interest indexes and vehicle availability.	August 9, 2018 Sourcewell* accepts
5.32	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, market conditions, interest indexes and vehicle availability.	August 9, 2018 Sourcewell* accepts
5.35	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, aftermarket pricing, product pricing, market conditions, interest indexes and availability.	August 9, 2018 Sourcewell* accepts
5.44	SALES TAX	Delete the following two sentences: "Sales and other taxes should not be included in the prices quoted." "Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP."	August 9, 2018 Sourcewell* accepts
5.53	Shipping	Delete this section in its entirety	August 9, 2018 Sourcewell* accepts
6.19.6.2	Printed Marketing Materials	Some EFM confidential materials may only be submitted after awarded to EFM.	August 9, 2018 Sourcewell* accepts
6.19.6.3	Contract announcements and advertisements.	Some EFM materials may only be submitted after awarded to EFM.	August 9, 2018 Sourcewell* accepts
6.26	Subcontractors:	Delete this section in its entirety – not applicable	August 9, 2018 Sourcewell* accepts
7.A 7.1 – 7.6	POST-AWARD OPERATING ISSUES A. SUBSEQUENT AGREEMENTS	This section is deleted in its entirety. A Master Lease Agreement will be executed between Enterprise FM Trust and NJPA Members.	August 9, 2018 Sourcewell* accepts

7.E 7.10 - 7.11	HUB PARTNER	Utilizing a HUB partner is at the discretion of Enterprise.	August 9, 2018 Sourcewell* accepts
7.F 7.12	TRADE-INS	Delete Trade-Ins section in its entirety and replace with the below language: CONSIGNMENT. Enterprise will sell Lessee's vehicles consigned to Enterprise by a Lessee as requested and with an executed Enterprise Consignment Agreement (attached to this RFP with Enterprise Lease Agreements). Additional forms may be required for California, Arizona and Canada.	August 9, 2018 Sourcewell* accepts
7.H 7.14 - 7.18	CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE	Delete this section in its entirety and replace with the following language - Either party may terminate this Agreement for any reason (convenience) by delivering not less than ninety (90) calendar days prior written notice thereof to the other party. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.	August 9, 2018 Sourcewell* accepts
7.C 7.8	REPORTING OF SALES ACTIVITY	Refer to Sample Reporting-Sourcewell spreadsheet provided by Enterprise on August 6, 2018.	August 9, 2018 Sourcewell* accepts
8.C 8.12	ASSIGNMENT OF CONTRACT	Delete this section 8.12 in its entirety	August 9, 2018 Sourcewell* accepts
8.H 8.18	FORCE MAJEURE	Delete this section 8.18 in its entirety and replace with the following language - Neither Sourcewell nor Enterprise Fleet Management will be held responsible for delay or default caused by fire, riot, acts of God and/or war that are beyond that party's reasonable control. Sourcewell or Enterprise Fleet Management defaulting under this provision must provide the other party prompt written notice of the default.	August 9, 2018 Sourcewell* accepts
8.J 8.23	MATERIAL SUPPLIERS AND SUB-CONTRACTORS	Delete this section 8.23 in its entirety	August 9, 2018 Sourcewell* accepts

8.Q 8.32 – 8.33	Acquisition Threshold and Termination for Cause and for Convenience	Delete these sections 8.32 – 8.33 in their entirety – Not applicable	August 9, 2018 Sourcewell* accepts
8.Q 8.35 – 8.38	Construction Contracts; Employment of Mechanics or Laborers; Clean Air Act and the Federal Water Pollution Control Act	Delete these sections 8.35 – 8.38 in their entirety – Not applicable	August 9, 2018 Sourcewell* accepts
8.Q 8.42 – 8.43	Energy Policy and Conservation Act Compliance and Buy American Provisions Compliance	Delete these sections 8.42 - 8.43 in their entirety – Not applicable	August 9, 2018 Sourcewell* accepts

Proposer's Signature: _____

Date: 8-7-2018

NJPA's clarification on exceptions listed above:

*On June 6, 2018, National Joint Powers Alliance changed its name to Sourcewell.



Formal Offering of Proposal
(To be completed only by the Proposer)



FLEET MANAGEMENT SERVICES

In compliance with the Request for Proposal (RFP) for FLEET MANAGEMENT SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Enterprise Fleet Management Date: 6-5-2018

Company Address: 600 Corporate Park Drive

City: St. Louis

State: Missouri

Zip: 63105

CAGE Code/DUNS: 6Q1F8

Contact Person: Dain Giesie

Title: AVP of Fleet Management

Authorized Signature:  Dain Giesie
(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract # 060618-EFM

Proposer's full legal name: Enterprise Fleet Management, Inc. *8-27-18*

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be July 24, 2018 and will expire on July 24, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

78144D620E884E3

SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwarz

(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coavette

3F75ED28A547416

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coavette

(NAME PRINTED OR TYPED)

Awarded on 07/23/2018

Sourcewell Contract # 060618-EFM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Enterprise Fleet Management, Inc. *8-27-18*

Authorized Signatory's Title Assistant Vice President

[Signature]
VENDOR AUTHORIZED SIGNATURE

Alvin Griesie
(NAME PRINTED OR TYPED)

Executed on Aug 14th, 2018

Sourcewell Contract # 060618-EFM

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Enterprise Fleet Management, Inc.

Address: 600 Corporate Park Drive

City/State/Zip: St. Louis, Missouri, 63105

Telephone Number: 877-233-5338

E-mail Address: Dain.E.Giesie@efleets.com

Authorized Signature: _____

Authorized Name (printed): Dain Giesie

Title: AVP of Fleet Management

Date: 6-5-2018

Notarized

Subscribed and sworn to before me this 5th day of June, 2018

Notary Public in and for the County of St. Louis State of Missouri

My commission expires: 4-30-2022

Signature: _____



DENISE A. GODAR
My Commission Expires
April 30, 2022
St. Louis County
Commission #14436199



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Enterprise Fleet Management

Questionnaire completed by: Dain Giesie, AVP of Fleet Management

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Payment terms are Net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Yes. Enterprise Fleet Management offers a variety of customizable leasing and financing options. We will work with each NJPA member to find the most cost-effective option for each vehicle application and situation.

Open-Ended Lease

Many educational and governmental agencies have difficulties funding a healthy vehicle life cycle. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by:

- Improved cash flow
- No mileage restrictions or wear-and-tear charges
- Flexible financing options
- Customized terms for use and type of vehicle
- Retention of ownership rights

In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows our customers to pay the minimum amount for the use of the vehicle on a monthly basis, improving cash flow.

The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application.

Closed-End Lease

- Fixed monthly costs convenient to budget
- No resale responsibilities
- Predetermined lease term and mileage (can still be customized to each vehicle contract)
- Over-mileage and abnormal wear and tear charges may apply
- Generally used for one- to three-year terms
- Vehicles are turned in at end of lease term

Form P — PROPOSER QUESTIONNAIRE cont.

- **Prepaid Lease:** allows the lessee to take advantage of discounted interest rates by paying all rent up front.
- **Lease to own Finance:** allows the customer to take ownership of the vehicle at the end of the financed/lease term.

Lease Terms

Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.

Form P — PROPOSER QUESTIONNAIRE cont.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.**

As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory.

Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions.

The local account manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that each member agency is using the most cost-efficient vehicles for their needs. We will work with each member to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by the member.

We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, the Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.

Quarterly, we will review deliveries that have been placed and delivered through the NJPA program to ensure compliance and accuracy. We will provide a detailed breakdown to NJPA monthly or quarterly for review depending on preference.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?**

At this time, Enterprise Fleet Management does not accept the P-Card as payment. Enterprise can accept both EFT and ACH payments from our customers.

Form P — PROPOSER QUESTIONNAIRE cont.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Warranty repairs are honored by dealerships on behalf of the vehicle manufacturers. When warranty opportunities arise, Enterprise's National Service Department (NSD) weighs in and consults with the customer on the savings and benefits of getting work covered under warranty versus lost downtime to transport the vehicle to another service location if it is not currently at a dealer.

Enterprise maintains a strong working relationship with our manufacturer partners, and at times we will request goodwill assistance based on the nature of the repair, prior maintenance history, and current vehicle age and mileage. Our technicians proactively monitor repair estimates for possible warranty opportunities as well. There is no additional charge for this service.

- **Do your warranties cover all products, parts, and labor?**

Warranties vary by manufacturer, vehicle type, make and model, etc.

- **Do your warranties impose usage restrictions or other limitations that adversely affect coverage?**

Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.

- **Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?**

Most standard vehicle warranties do not cover these expenses.

- **Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?**

This will depend on the manufacturer's dealer network.

When needed, Enterprise's NSD will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.

- **Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?**

All warranty coverages are provided by the applicable manufacturer.



Form P — PROPOSER QUESTIONNAIRE cont.

▪ What are your proposed exchange and return programs and policies?

In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc.

The local account manager will perform a lifecycle cost analysis to make sure vehicles are being cycled and replaced at the proper time. We will also conduct a side-by-side vehicle comparison to verify that each member agency is using the most cost-efficient vehicles for their needs.

When determining lifecycle costs, we consider all core operating costs, including maintenance, fuel, and depreciation, and look for opportunities to improve. Often, a thorough investigation into later-life maintenance costs and diminishing resale values can offer insight on a more effective lifecycle.

Our local, full-time Fleet Strategy Manager also keeps us abreast of resale market conditions and auction peaks and valleys. We want to ensure that our clients' vehicles are coming off lease just as demand is high in the used car markets. We are always looking to take advantage of peaks to help reduce our clients' total cost of ownership.

6) Describe any service contract options for the items included in your proposal.

Enterprise offers several maintenance programs designed to fit the needs of the member.

Please see Page 12 for details on our maintenance program options.

Form P — PROPOSER QUESTIONNAIRE cont.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Enterprise Fleet Management leverages our relationships with manufacturers, dealers, maintenance/repair shops, and our company's own built-in infrastructure to provide the best solution for our customers. We work with nearly every manufacturer to source vehicles that are cost-effective, comfortable, and meet the needs of our customers in various industries across the nation. We also have relationships both locally and nationwide for any needed aftermarket equipment or up-fitting services.

Our experience with managing vehicles and our success in the educational / government sectors has allowed Enterprise to lead the industry in this space. When combined with our affiliate Enterprise Holdings, our companies manage a fleet of 1.9 million vehicles, and we use this knowledge and experience to help our fleet customers build best-in-class fleet programs.

Enterprise Fleet Management can provide a wide range of vehicles from nearly any manufacturer, up to and including medium-duty vehicle classes. At this time we do not lease heavy-duty vehicles.

Enterprise Approach

Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 60 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with each NJPA member agency to proactively create, implement and manage a cost-effective total transportation solution.

Work Plan

Enterprise will develop a strategic replacement schedule based on each member's current fleet data. After analyzing the fleet (year, make, model, maintenance spend, fuel spend and odometer reading of the vehicles) we will develop a replacement strategy designed to drive down total costs. We take a number of factors into consideration when making our replacement recommendations, such as age of the vehicle, current odometer reading, average maintenance spend, current fuel economy, estimated resale value, etc.

We look at the total cost to hold each depreciating asset in fleet and make recommendations based on the most cost-effective time to replace a vehicle. The Fleet Replacement Schedule is then used to benchmark and forecast future costs of vehicle replacement.

Enterprise will execute the agreed-upon plan by providing a local, dedicated account management team to ensure the success and efficiency of the program, including consultation and creation, implementation and ongoing management. This role is pivotal to the core value proposition that Enterprise Fleet Management provides because it gives our customers a local point of contact for all fleet-related needs.

Enterprise Fleet Management will provide a lowest cost of ownership program by managing a fleet replacement schedule, providing ancillary services that control operating expenses, and monitoring and reviewing the efficiency of the program and relationship. Our goal is to provide a consistently high level of customer satisfaction and to exceed expectations.

Remarketing

Remarketing is one of the single most important components of our program. Subsequently, we pride ourselves on having our fingers on the pulse of the used car market at all times. The used car market is a constantly moving target, and the local Fleet Strategy Manager and Account Manager work closely to pinpoint trends that can impact our clients' resale values.

Examples include over-mileage, market strengthening/softening of a certain vehicle type, seasonal trends, dealer preferences, etc. Regarding the sale of our clients' vehicles, we prefer to sell directly to dealers. While there are times when a car may perform better at an auction, more often than not we find that we can sell that vehicle directly to the dealer for the same money, which allows us to avoid several hundred dollars in fees from the auction and we pass those savings along to our clients.

Form P — PROPOSER QUESTIONNAIRE cont.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) Complete the attachment shown below in Excel format and submit as part of your pricing response. The workbook is included as part of the forms package and is titled "Pricing Grid."

We provide our customers with fleet management services that address all fleet holding costs — from acquisition to disposal. This includes maintenance, fuel, insurance, registration, delivery, and reporting.

Please see the completed pricing grids for the U.S. and Canada on the following pages.

Pricing Grid

	Type	Charged / Percentage	Details
Acquisition			
Interest Rate Index Used			
Basis Points (add or)			
Factory Order Vehicles	Domestic		
Factory Order Vehicles	Foreign		
Dealer Stock Vehicles	Domestic		
Dealer Stock Vehicles	Foreign		
% Incentives Passed to Customer			
Federal Tax Incentives			
State Tax Incentives			
Manufacture Incentives			
Maintenance			
Fixed Maintenance			
Occurance Maintenance			
Fees			
Management Fee			
Service Charge			
Lease Termination Fee			
Interim Interest	Yes / No		How is it calculated?
Resale Fee			
Provide fees not listed + rate			

Form P — PROPOSER QUESTIONNAIRE cont.

Pricing Grid - U.S.

	Type	Charged / Percentage	Details
Acquisition			
Interest Rate Index Used	3 Year T-Bill		
Basis Points(adder)		+ 350 Basis Points	
Factory Order Vehicles	Domestic		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesy delivery fee (variable \$150-\$450 depending on location)
Factory Order Vehicles	Foreign		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesy delivery fee (variable \$150-\$450 depending on location)
Dealer Stock Vehicles	Domestic		Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus \$60 acquisition fee, subject to dealer availability
Dealer Stock Vehicles	Foreign		Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus \$60 acquisition fee, subject to dealer availability
% Incentives Passed to Customer			
Federal Tax Incentives		100%	of end user eligible incentives are passed to the member
State Tax Incentives		100%	of end user eligible incentives are passed to the member
Manufacture Incentives		100%	of end user eligible incentives are passed to the member
Maintenance			
Fixed Maintenance			Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member.
Occurance Maintenance		\$6 per month card fee per vehicle plus cost of service and parts	
Fees			
Management Fee		0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	
Service Charge		\$400	
Lease Termination Fee		\$0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process.	
		Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement.	
Interim Interest	Yes / No	How is it calculated?	
	NO		
Resale Fee			For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 CAD ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units
Provide fees not listed + rate			
Fuel Program:		\$2 per month per card	
Physical Damage:		\$1000 deductible, average quoted \$40 per month per vehicle but is based on underwriting and approval	
Accident Management:		\$100 per occurrence	
Maintenance Management:		\$6 per vehicle per month	
Full Maintenance:		Pricing based on vehicle type and anticipated miles driven over term	
GeoTab Telematics:		\$26 per month for Base Mode or \$29 per month for Pro Mode + tax + \$49 per unit (one time charge)	
Registration Fees:		All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus \$25 processing fee	

Form P — PROPOSER QUESTIONNAIRE cont.

Pricing Grid - U.S.

	Type	Charged / Percentage	Details
Acquisition			
Interest Rate Index Used	3 Year T-Bill		
Basis Points(ador)		+ 350 Basis Points	
Factory Order Vehicles	Domestic		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesy delivery fee (variable \$150-\$450 depending on location)
Factory Order Vehicles	Foreign		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesy delivery fee (variable \$150-\$450 depending on location)
Dealer Stock Vehicles	Domestic		Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus \$60 acquisition fee, subject to dealer availability
Dealer Stock Vehicles	Foreign		Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus \$60 acquisition fee, subject to dealer availability
% Incentives Passed to Customer			
Federal Tax Incentives		100%	of end user eligible incentives are passed to the member
State Tax Incentives		100%	of end user eligible incentives are passed to the member
Manufacture Incentives		100%	of end user eligible incentives are passed to the member
Maintenance			
Fixed Maintenance			Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member.
Occurance Maintenance		\$6 per month card fee per vehicle plus cost of service and parts	
Fees			
Management Fee		0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	
Service Charge		\$400	
Lease Termination Fee		\$0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process.	
		Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement.	
	Yes / No	How is it calculated?	
Interim Interest	NO		
Resale Fee		For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 CAD ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units	
Provide fees not listed + rate			
Fuel Program:		\$2 per month per card	
Physical Damage:		\$1000 deductible, average quoted \$40 per month per vehicle but is based on underwriting and approval	
Accident Management:		\$100 per occurrence	
Maintenance Management:		\$6 per vehicle per month	
Full Maintenance:		Pricing based on vehicle type and anticipated miles driven over term	
GeoTab Telematics:		\$26 per month for Base Mode or \$29 per month for Pro Mode + tax + \$49 per unit (one time charge)	
Registration Fees:		All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus \$25 processing fee	

Form P — PROPOSER QUESTIONNAIRE cont.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.**

Vehicles are priced at invoice vs. MSRP. Members will receive the Manufacturer or Dealer published invoice less 100% of applicable incentives.

- 10) The pricing offered in this proposal is**

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☒ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.**

Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and up-fit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed.

For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.

Form P — PROPOSER QUESTIONNAIRE cont.

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.**

Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service. Some geographical limitations may apply.

Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state.

Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment.

The equipment can be billed up front or capitalized as a part of the lease structure, subject to credit worthiness. In both scenarios, the member will own the equipment at the conclusion or termination of the lease.

Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.

- 13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.**

Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout this response.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.**

For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.**

Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate rental location — who are available to assist with vehicle delivery and pick-up.

Form P — PROPOSER QUESTIONNAIRE cont.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers.

Because we own and operate 1.9 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Enterprise will set a pricing plan up for the NJPA program within our system. This pricing plan will be hard-coded for all NJPA members and cannot be deviated from by any sales or support team member.

Quarterly, we will review deliveries that have been placed and delivered through the NJPA program to ensure compliance and accuracy. We will provide a detailed breakdown to NJPA monthly or quarterly for review depending on preference.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Enterprise will offer NJPA and your members access to our fleet management program and pay NJPA a quarterly marketing fee ("Quarterly Incentive") based upon the volume of Combined New Deliveries generated as defined below.

The Quarterly Incentive will be based on the Combined New Deliveries to Qualified Members, and will be paid quarterly.

Deliveries to Qualified Members (August 1 to July 31)	\$100 per delivery
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Qualified Members are eligible members who utilize the Agreement between NJPA and Enterprise Fleet Management as an approved means to satisfy their proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market-by-market basis.

Industry-Specific Questions

19) Describe your available vehicle maintenance program(s).

Full Maintenance

Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.



- Monthly cost is fixed for the term of the vehicle
- Coverage is available up to 100,000 miles
- Covers all routine services recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available
- The organization can setup and send automatic service reminders through Enterprise's website

The Enterprise Full Maintenance Program facilitates greater overall cost control for our customers, eliminating unexpected repair costs, the hassle of budgeting for repairs, and expense reporting for the driver. The program is comprehensive and will not change due to inflation.

Maintenance Management

With the Maintenance Management program, Enterprise's team of Automotive Service Excellence (ASE) certified technicians facilitate maintenance and repairs to ensure that proper, quality work is completed at a fair and competitive price. This is our pass-through maintenance program, which allows us to fully manage, track and consult on maintenance services for a flat monthly fee.

Please see Page 11 for further details.

Form P — PROPOSER QUESTIONNAIRE cont.

20) Describe any vehicle (or other) rental program complementary to the service offerings that your company has in place.

Enterprise Fleet Management, together with our affiliate company Enterprise Holdings, is a total transportation solution for many of our customers. With divisions in fleet management, daily rental and business rental, truck rental, vanpooling, car sharing, and car sales, Enterprise is capable of servicing all your transportation needs under one company. More information on these unique business lines can be provided.



Rental Services

Through our affiliate rental brands Enterprise Rent-A-Car and National Car Rental, we can easily set up and manage rentals for our fleet customers. This can be included in our Full Maintenance pricing, or billed as needed with our Maintenance Management program.

21) Please provide current battery electric vehicles and plug-in hybrid electric vehicles your company can provide through this contract understanding that future models can be added.

Enterprise can acquire nearly any commercially available battery electric vehicle or plug-in hybrid vehicle through our dealer network or through factory ordering when available. Our expertise can help your members make smart decisions about when and where to deploy new engine technologies.

Please see pages 37 through 39 for more details on our sustainability programs.

22) Describe the process by which your company will ensure that all natural gas vehicles and propane autogas vehicles leased under this contract will mirror OEM maintenance and warranty provisions and that downtime is minimized.

Enterprise follows the manufacturer-specific maintenance schedule in order to maintain vehicle warranty. Our maintenance program can be customized depending on the situation and vehicle usage, including natural gas vehicles and propane vehicles when available.

Signature: [Signature] Date: 6-5-2018



22-382039

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this seventeenth day of September, 2018, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

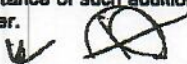
(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.



5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) If Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) If Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: Town of Bay Harbor Islands, Florida

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: _____
Title: _____

Address: 9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

By: Brett Frazee
Title: Vice President

Address: 5105 Johnson Road
Coconut Creek, FL 33073

Date Signed: _____

November 16, 2018

Date Signed: _____

11/26/18

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of September, 2018 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of September, 2018 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Bay Harbor Islands ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

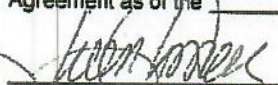
INDEMNITY: To the extent permitted by Florida law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee as set forth in Section 768.28 of the Florida Statutes and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Florida law.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Florida State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the State of Florida to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the State of Florida fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the ____ day of September, 2018.



Bay Harbor Islands (Lessee)

By J.D. Jimenez

Title: Town Manager



Enterprise FM Trust (Lessor)

By Enterprise Fleet Management, Inc., its attorney in fact

By Brett Frazer

Title: Vice President

Prepared For: Town of Bay Harbor Islands
Armstrong, DouglasDate 09/12/2019
AE/AM DWX/ASR

Unit

Year 2019 Make RAM Model ProMaster 3500

Series High Roof Extended Cargo Van 159 in. WB

Vehicle Order Type Ordered Term 60 State FL Customer# 382039

\$ 39,434.00	Capitalized Price of Vehicle ¹
\$ 0.00	* Sales Tax 0.0000% State FL
\$ 0.00	* Initial License Fee
\$ 0.00	* Registration Fee
\$ 200.00	Other: Courtesy Delivery Fee
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 3,000.00	Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive(Taxable Incentive Total : \$0.00)
\$ 36,634.00	Total Capitalized Amount (Delivered Price)
\$ 549.51	Depreciation Reserve @ 1.5000%
\$ 116.28	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 665.79 Total Monthly Rental Excluding Additional Services**Additional Fleet Management**

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00

\$ 0.00	Physical Damage Management
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\$ 46.26	Full Maintenance Program ³ Contract Miles 50,000
	Incl: # Brake Sets (1 set = 1 Axle) 1

\$ 46.26 Additional Services SubTotal

\$ 0.00	Sales Tax 7.0000%
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\$ 712.05 Total Monthly Rental Including Additional Services

\$ 3,663.40	Reduced Book Value at 60 Months
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\$ 495.00	Service Charge Due at Lease Termination
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All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information**Driver Name****Exterior Color** (0 P) Bright White Clearcoat**Interior Color** (0 I) Black w/Cloth Bucket Seats or Vinyl Buc**Lic. Plate Type** Government**GVWR** 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0450 Per Mile

Tires 2

Loaner Vehicle Not Included

State FL

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Bay Harbor Islands**BY****TITLE****DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Customer Bay Harbor graphics and strobes from HG2	C	\$ 1,000.00
Backup alarm	C	\$ 150.00
Custom build - work bench on passenger side, shelves on driver side, partition with door.	C	\$ 6,396.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 7,546.00
Aftermarket Equipment Total		\$ 7,546.00

**VEHICLE INFORMATION:**

2019 RAM ProMaster 3500 High Roof Extended Cargo Van 159 in. WB - US

Series ID: VF3L17

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 38,568.00	\$ 40,395.00
Total Options	\$ 2,900.00	\$ 1,910.00
Destination Charge	\$ 1,695.00	\$ 1,695.00
Total Price	\$ 43,163.00	\$ 44,000.00

SELECTED COLOR:

Exterior: PW7 - (0 P) Bright White Clearcoat

Interior: X9 - (0 I) Black w/Cloth Bucket Seats or Vinyl Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
21A	Quick Order Package 21A	NC	NC
AHT	MOPAR Trailer Tow Group	\$ 521.00	\$ 585.00
APA	Monotone Paint Application	STD	STD
B7	Vinyl Bucket Seats	\$ 89.00	\$ 100.00
DG2	Transmission: 6-Speed Automatic 62TE	STD	STD
ERB	Engine: 3.6L V6 24V VVT	STD	STD
GTR	Power Folding/Heated Mirrors	\$ 218.00	\$ 245.00
GXK	Additional Key Fobs (2)	\$ 111.00	\$ 125.00
MY2020	Model Year 2020 3% increase	\$ 1,200.00	\$ 0.00
NAS	50 State Emissions	NC	NC
PW7_01	(0 P) Bright White Clearcoat	NC	NC
SDB	Heavy Duty Suspension	STD	STD
STDAX	3.86 Axle Ratio	STD	STD
TWA	Tires: LT225/75R16E BSW All Season	STD	STD
UAA	Radio: Uconnect 3 w/5" Display	STD	STD
WARANT	FCA 5 yr/100,000 Mile Powertrain Limited Warranty	NC	NC
WCS	Wheels: 16" x 6.0" Steel	STD	STD
WMN	Center Wheel Cap	Included	Included
X9_01	(0 I) Black w/Cloth Bucket Seats or Vinyl Bucket Seats	NC	NC
XF2	MOPAR 7 & 4 Pin Wiring Harness	Included	Included
XFH	Class IV Receiver Hitch	Included	Included
XMF	MOPAR Spray-On Floor Liner	\$ 761.00	\$ 855.00
Z3G	GVWR: 9,350 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 3
Rear Cargo Door Type: split swing-out
Driver And Passenger Mirror: power remote heated power folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: trailer mirrors
Door Handles: black
Front And Rear Bumpers: grey front and rear bumpers
Rear Step Bumper: rear step bumper
Body Material: fully galvanized steel body material
: class IV trailering with harness, hitch
Fender Flares: grey fender flares
Grille: silver grille

Convenience Features:

Air Conditioning: manual air conditioning
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front cupholder
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: covered dashboard storage
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM/Satellite-prep with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: aero-composite halogen headlamps
Cab Clearance Lights: cab clearance lights
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning

Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: Brembo four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: immobilizer
Electronic Stability: electronic stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: fixed front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 2
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Leather Upholstery: vinyl front seat upholstery
Headliner Material: front cloth headliner
Floor Covering: front vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Cargo Space Trim: spray-in cargo space
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light

Standard Engine:

Engine 280-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual



**FLEET
MANAGEMENT**

Open-End (Equity) Lease Rate Quote

Quote No: 4293668

Prepared For: Town of Bay Harbor Islands
Armstrong, Douglas

Date 09/09/2019
AE/AM DWX/ASR

Unit #

Year 2020 Make Ford Model Escape

Series S 4dr Front-wheel Drive

Vehicle Order Type Ordered Term 60 State FL Customer# 382039

\$ 23,755.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax 0.0000% State FL
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 200.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive(Taxable Incentive Total : \$0.00)

\$ 23,955.00 Total Capitalized Amount (Delivered Price)

\$ 359.33 Depreciation Reserve @ 1.5000%

\$ 72.88 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 432.21 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 34.82 Full Maintenance Program³ Contract Miles 50,000

Incl: # Brake Sets (1 set = 1 Axle) 1

\$ 34.82 Additional Services SubTotal

\$ 0.00 Sales Tax 7.0000%

State FL

\$ 467.03 Total Monthly Rental Including Additional Services

\$ 2,395.20 Reduced Book Value at 60 Months

\$ 495.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Oxford White

Interior Color (0 I) Dark Earth Gray w/Cloth Front Bucket Se

Lic. Plate Type Government

GVWR 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0450 Per Mile

Tires 2

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Bay Harbor Islands

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
Custom Admin Equipment - HG2 Q#1095 (see attached)	C	\$ 2,905.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 2,905.00
Aftermarket Equipment Total		\$ 2,905.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 150.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 150.00
Total Other Charges Capitalized		\$ 200.00
Other Charges Total		\$ 350.00

**VEHICLE INFORMATION:**

2020 Ford Escape S 4dr Front-wheel Drive - US

Series ID: U0F

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 24,139.00	\$ 24,885.00
Total Options	\$ 0.00	\$ 0.00
Destination Charge	\$ 1,095.00	\$ 1,095.00
Total Price	\$ 25,234.00	\$ 25,980.00

SELECTED COLOR:

Exterior: YZ - (0 P) Oxford White

Interior: VH - (0 I) Dark Earth Gray w/Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A	NC	NC
106WB	106" Wheelbase	STD	STD
447	Transmission: 8-Speed Automatic	Included	Included
996	Engine: 1.5L EcoBoost	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.52 Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: 225/65R17 AS BSW	Included	Included
STDWL	Wheels: 17" Steel w/Sparkle Silver-Painted Covers	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
SYNCON	FordPass Connect	Included	Included
V	Cloth Front Bucket Seats	Included	Included
VH_01	(0 I) Dark Earth Gray w/Cloth Front Bucket Seats	NC	NC
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Spoiler: rear lip spoiler
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with metal-look rub strip
Front Bumper Insert: black front bumper insert
Rear Bumper Insert: metal-look rear bumper insert
Body Material: fully galvanized steel body material
Body Side Cladding: grey bodyside cladding
Grille: black grille
Exhaust Tip: chrome tip exhaust

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote engine start
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Emergency SOS: 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Audio Media Storage: audio media storage
Interior Concealed Storage: interior concealed storage
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 12 speakers
Internet Access: FordPass Connect 4G LTE WiFi internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Front Wipers: variable intermittent wipers
Rear Window wiper: fixed interval rear window wiper

Rear Window Defroster: rear window defroster
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot sensor
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Height Adjustment: manual height-adjustable driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 60-40 split-bench seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: rear seat fold-forward seatback

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: cloth door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: metal-look shift knob

Floor Mats: carpet front and rear floor mats

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 180-hp, 1.5-liter I-4 (premium)

Standard Transmission:

Transmission 8-speed automatic w/ OD



HG2 Emergency Lighting
20962 Sheridan Street
Pembroke Pines, FL 33332 US
954-639-7212
ali@hg2lighting.com
www.hg2lighting.com

Estimate

ADDRESS

Bay Harbor Islands Code Enforcement
Marlene M Siegel

SHIP TO

Bay Harbor Islands Code Enforcement
Patrick Prendergast

ESTIMATE #	DATE
1095	09/09/2019

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Rear Visor	Rear Visor Light With Directional Function	1	500.00	500.00T
HG2STB	4 Corner Strobe Lights	1	400.00	400.00T
6SWCTRL	6 Switch Controller	1	99.00	99.00T
Tint-2DR	Window Tint 2 Door 30%	1	119.00	119.00T
Graphics	Graphics Package Bay Harbor Islands Public Works	1	650.00	650.00T
Labor	Labor/Installation	1	500.00	500.00T
Misc	Weather Tech Floor Liner	1	190.00	190.00T
Misc	Weather Tech Cargo Liner	1	129.00	129.00T
Delivery	Delivery Charge	1	100.00	100.00T
Labor	Labor/Installation of Customer Supplied Inverter	1	129.00	129.00T
Labor	Labor/Installation of Customer Supplied Computer Mount	1	89.00	89.00T
	Ford Escape			0.00

SUBTOTAL	2,905.00
TAX (0%)	0.00
TOTAL	\$2,905.00

Accepted By

Accepted Date

**FLEET
MANAGEMENT**

Open-End (Equity) Lease Rate Quote

Quote No: 4293703

Prepared For: Town of Bay Harbor Islands
Armstrong, DouglasDate 09/12/2019
AE/AM DWX/ASR**Unit #**

Year 2020 Make Ford Model F-150

Series XL 4x2 Regular Cab Styleside 6.5 ft. box 122 in. WB

Vehicle Order Type Ordered Term 60 State FL Customer# 382039

\$ 25,508.00	Capitalized Price of Vehicle ¹
\$ 0.00	* Sales Tax 0.0000% State FL
\$ 0.00	* Initial License Fee
\$ 0.00	* Registration Fee
\$ 200.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive(Taxable Incentive Total : \$0.00)

\$ 25,708.00	Total Capitalized Amount (Delivered Price)
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\$ 385.62	Depreciation Reserve @ 1.5000%
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\$ 81.57	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
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\$ 467.19	Total Monthly Rental Excluding Additional Services
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Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
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Liability Limit \$0.00

\$ 0.00	Physical Damage Management
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\$ 37.33	Full Maintenance Program ³ Contract Miles 50,000
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Incl: # Brake Sets (1 set = 1 Axle) 1

\$ 37.33	Additional Services SubTotal
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\$ 0.00	Sales Tax 7.0000%
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\$ 504.52	Total Monthly Rental Including Additional Services
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\$ 2,570.80	Reduced Book Value at 60 Months
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\$ 495.00	Service Charge Due at Lease Termination
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All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information**Driver Name****Exterior Color** (0 P) Oxford White**Interior Color** (0 I) Medium Earth Gray w/Vinyl 40/20/40 Fron**Lic. Plate Type** Government**GVWR** 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0450 Per Mile

Tires 2

Loaner Vehicle Not Included

State FL

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Bay Harbor Islands**BY****TITLE****DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

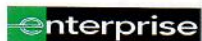
¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
FSA Package HG2 Administrative Vehicle Package.Front Visor Light 1 Rear Visor Rear Visor Light with Directional Function 4 Corner Strobe Lights 6 Switch Controller Graphics Package Bay Harbor Islands Public Works	C	\$ 3,670.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 3,670.00
Aftermarket Equipment Total		\$ 3,670.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 150.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 150.00
Total Other Charges Capitalized		\$ 200.00
Other Charges Total		\$ 350.00

**VEHICLE INFORMATION:**

2020 Ford F-150 XL 4x2 Regular Cab Styleside 6.5 ft. box 122 in. WB - US

Series ID: F1C

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 27,212.00	\$ 28,495.00
Total Options	\$ 2,581.00	\$ 2,835.00
Destination Charge	\$ 1,595.00	\$ 1,595.00
Total Price	\$ 31,388.00	\$ 32,925.00

SELECTED COLOR:

Exterior: YZ - (0 P) Oxford White

Interior: AG - (0 I) Medium Earth Gray w/Vinyl 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Base	NC	NC
122WB	122" Wheelbase	STD	STD
425	50 State Emissions (Fleet)	NC	NC
446	Transmission: Electronic 6-Speed Automatic	Included	Included
53A	Trailer Tow Package	\$ 906.00	\$ 995.00
53ABAR	Upgraded Front Stabilizer Bar	Included	Included
53B	Class IV Trailer Hitch Receiver	Included	Included
61X91K	MyKey	Included	Included
64C	Wheels: 17" Silver Steel	Included	Included
67T	Integrated Trailer Brake Controller	\$ 250.00	\$ 275.00
85A	XL Power Equipment Group	\$ 883.00	\$ 970.00
85AGTE	Power Tailgate Lock	Included	Included
85AILL	Illuminated Entry	Included	Included
85AMIR	Power Glass Sideview Mirrors w/Black Skull Caps	Included	Included
85APAL	Perimeter Alarm	Included	Included
85APLK	Power Door Locks	Included	Included
85APWN	Power Front Windows	Included	Included
96W	Tough Bed Spray-In Bedliner	\$ 542.00	\$ 595.00
99B	Engine: 3.3L V6 PFDI	Included	Included
A	Vinyl 40/20/40 Front Seat	NC	NC
AG_02	(0 I) Medium Earth Gray w/Vinyl 40/20/40 Front Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 6,100 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/4 Speakers	Included	Included
STDTR	Tires: P245/70R17 BSW A/S	Included	Included
X26	3.73 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 2
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Bed Liner: bed liner
Box Style: regular
Body Material: aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front cupholder
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Speakers: 8 speakers
1st Row LCD: 2 1st row LCD monitor
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Odometer: trip odometer
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

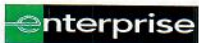
Seating Capacity max. seating capacity of 3
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Leather Upholstery: vinyl front seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 290-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and PowerShift automatic

FLEET
MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 4307088

Prepared For: Town of Bay Harbor Islands
Armstrong, DouglasDate 09/12/2019
AE/AM DWX/ASR

Unit

Year 2019 Make Ford Model F-350

Series XL 4x4 SD Regular Cab 8 ft. box 142 in. WB SRW

Vehicle Order Type Ordered Term 60 State FL Customer# 382039

\$ 39,624.18	Capitalized Price of Vehicle ¹
\$ 0.00	* Sales Tax 0.0000% State FL
\$ 0.00	* Initial License Fee
\$ 0.00	* Registration Fee
\$ 350.00	* Other: (See Page 2)
\$ 0.00	* Capitalized Price Reduction
\$ 0.00	* Tax on Capitalized Price Reduction
\$ 5,852.00	Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive(Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Oxford White

Interior Color (0 I) Medium Earth Gray w/HD Vinyl 40/20/40 S

Lic. Plate Type Government

GVWR 0

\$ 33,772.18	Total Capitalized Amount (Delivered Price)
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\$ 506.58	Depreciation Reserve @ 1.5000%
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\$ 109.88	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ² , Including Management Fee of \$ 38.71
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\$ 616.46	Total Monthly Rental Excluding Additional Services
-----------	--

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
---------	--

Liability Limit \$0.00

\$ 0.00	Physical Damage Management
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Comp/Coll Deductible 0 / 0

\$ 50.40	Full Maintenance Program ³ Contract Miles 50,000
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OverMileage Charge \$ 0.0450 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 1

Tires 2

Loaner Vehicle Not Included

\$ 50.40	Additional Services SubTotal
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\$ 0.00	Sales Tax 7.0000%
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State FL

\$ 666.86	Total Monthly Rental Including Additional Services
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\$ 3,377.38	Reduced Book Value at 60 Months
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\$ 495.00	Service Charge Due at Lease Termination
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Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Bay Harbor Islands

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Liftgate and Wench	C	\$ 7,625.18
Admin Vehicle Package, 4 corner strobe lights, 6 switch controller, graphics package, window tint	C	\$ 4,079.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 11,704.18
Aftermarket Equipment Total		\$ 11,704.18

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 150.00
Courtesy Delivery Fee	B	\$ 200.00
Total Other Charges Billed		\$ 350.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 350.00

**VEHICLE INFORMATION:**

2019 Ford F-350 XL 4x4 SD Regular Cab 8 ft. box 142 in. WB SRW - US

Series ID: F3B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 35,265.00	\$ 37,120.00
Total Options	\$ 1,620.00	\$ 1,780.00
Destination Charge	\$ 1,595.00	\$ 1,595.00
Total Price	\$ 38,480.00	\$ 40,495.00

SELECTED COLOR:

Exterior: Z1 - (0 P) Oxford White

Interior: AS - (0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
142WB	142" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
44P	Transmission: TorqShift 6-Speed Automatic (6R140)	Included	Included
52B	Trailer Brake Controller	\$ 246.00	\$ 270.00
54K	Trailer Tow Mirrors w/Power Heated Glass	Included	Included
587	Radio: AM/FM Stereo	Included	Included
610A	Order Code 610A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
85S	Tough Bed Spray-In Bedliner	\$ 542.00	\$ 595.00
90L	Power Equipment Group	\$ 832.00	\$ 915.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPTL	Power Tailgate Lock	Included	Included
90LPWN	Power Front Seat Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_01	(0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,300 lb Payload Package	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S (4)	Included	Included
X37	3.73 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 2
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front cupholder
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: covered dashboard storage
IP Storage: bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Speakers: 8 speakers
1st Row LCD: 1 1st row LCD monitor
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Underhood Light: underhood light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning

Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Leather Upholstery: vinyl front seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 385-hp, 6.2-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and PowerShift automatic

Town of Bay Harbor Islands

Fleet Menu Pricing

Class	Year	Make & Model	Description	Aftermarket Included	Enterprise Delivered Price Including Aftermarket	Gain from Prior Unit	Amount Financed	Monthly Payment			Annual Payment	Quantity	Initial	Total Annual Payment
								Lease Payment	Monthly Full Maintenance	Total Monthly Payment				
1/2 Ton Pickup Truck	2020	Ford F150	XL 4x2 Regular Cab Styleside 6.5ft box 122 in WB	FSA HG2 Admin Vehicle Package	\$25,708.00	\$0.00	\$25,708.00	\$467.19	\$37.33	\$504.52	\$6,054.24	1		\$6,054.24
1 Ton Cargo Van	2020	RAM Promaster 3500	High Roof Extended Cargo Van 159in WB	BHI Graphics and Strobes from HG2, Backup Alarm, Custom Work Bench Buold with shelves and partition	\$39,434.00	\$3,000.00	\$25,708.00	\$665.79	\$46.26	\$712.05	\$8,544.60	1		\$8,544.60
1 Ton Pickup Truck	2020	Ford F350	XL 4x4 Regular Cab 8ft box 142in WB SRW	Liftgate and Wench, Admin Vehicle Package from HG2	\$39,624.00	\$5,852.00	\$33,772.00	\$616.46	\$50.40	\$666.86	\$8,002.32	1		\$8,002.32
Compact SUV	2020	Ford Escape	S 4dr Front Wheel Drive	Admin Package from HG2	\$23,755.00	\$0.00	\$23,755.00	\$432.21	\$34.82	\$467.03	\$5,604.36	1		\$5,604.36
														\$28,205.52

All Lease Payments based are 60-month Term with 10,000 miles annually to residual book value or RBV

Full Maintenance option includes all scheduled and non-preventive services and repairs over term excluding tires and brakes.

ALL TAX (if applicable) AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Bay Harbor Islands

BY: _____ TITLE: _____ DATE: _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
 1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.
 2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).
 3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

AGENDA ITEM REPORT

October 7, 2019

ITEM NUMBER: 6.

ITEM: Consideration and Approval of a proposal by Garber Fleet Sales, through the Florida Sheriff's Association & Florida Association of Counties for an open end lease of one (1) 2020 Dodge Charger in the amount of \$23,772.00 and one (1) 2020 Chevy Tahoe in the amount of \$33,725.00 to be utilize by the Police Department. Enclosed is a copy of the proposal from Garber Fleet Sales.

DESCRIPTION:

Consideration and Approval of a proposal by Garber Fleet Sales, through the Florida Sheriff's Association & Florida Association of Counties for an open end lease of one (1) 2020 Dodge Charger in the amount of \$23,772.00 and (1) 2020 Chevy Tahoe in the amount of \$33,725.00 to be utilize by the Police Department. Both vehicles will be leased for five (5) years.

Enclosed is a copy of the proposal from Garber Fleet Sales.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Curtis Johnson, Lieutenant

ATTACHMENTS

1. Bay Harbor Islands PD 2020 Dodge Charger (LDDE48) Police RWD V6 Quote 9-23-19
2. Bay Harbor Islands PD 2020 Chevrolet Tahoe Police RWD Quote 9-23-19



Bay Harbor Islands PD

Specification #	6
Unit Description	CC15706/9C1

Prepared for:

Prepared by:

9/23/2019

Bay Harbor Islands PD
Attn: Lt. Curtis Johnson
cjohnson@bayharborislands.net
(305) 866-6242

Garber Chevrolet Buick GMC

Ryan Davis
(904) 264-2442 ext.2350 FAX: (904) 284-0054
3340 Hwy 17 Green Cove Springs, FL 32043
rdavis@garberautomall.com



Prices are published by the Florida Sheriffs Association.
(https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA18-VEL 26.0, expiring September 30th, 2019 for – Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

North Zone Base Price

CC15706/9C1

2020 Chevrolet Tahoe 2wd Police

\$31,296.00

Codes	Optional Equipment	Unit Price	Net Price
1FL	COMMERCIAL PREFERRED EQUIPMENT GROUP	Included	\$0.00
9C1	IDENTIFIER FOR POLICE PATROL VEHICLE	Included	\$0.00
L83	ENGINE, 5.3L ECOTEC3 V8	Included	\$0.00
MYC	TRANSMISSION, 6-SPEED AUTOMATIC	Included	\$0.00
ZAK	TIRE, SPARE, P265/60R17 ALL-SEASON, POLICE, V-RATED	Included	\$0.00
GBA	Black Exterior	Included	\$0.00
AZ3	SEATING, FRONT 40/20/40 SPLIT-BENCH	Included	\$0.00
H0U	JET BLACK, CLOTH SEAT TRIM	Included	\$0.00
PCW	Enhanced Driver Alert Package	693	\$693.00
5T5	SEATS, 2ND AND 3RD ROW VINYL WITH FRONT CLOTH	Included	\$0.00
9U3	SEATS, DRIVER AND PASSENGER FRONT INDIVIDUAL SEATS IN CLOTH TRIM (No Factory Center Console)	Included	\$0.00
6C7	Lighting, red and white front auxiliary dome	168	\$168.00
7X6	SPOTLAMP, LEFT-HAND	Included	\$0.00
LEDLHS	LED Left Hand Spotlight Upgrade	150	\$150.00
TTP	Paint 4-Doors White on Black Vehicle	996	\$996.00
3K	Third Key and Fob Cut and Programmed	246	\$246.00
DEL	Delivery (North Zone Base Price with South Zone Delivery)	170	\$170.00
TTAG	Temporary Tag	6	\$6.00

TOTAL PURCHASE AMOUNT PER VEHICLE

\$ 33,725.00

AGENDA ITEM REPORT

October 7, 2019

ITEM NUMBER: 7.

ITEM: Consideration and Approval of an ordinance on **second** reading amending Chapter 16 of the Town Code to create a Deferred Retirement Option Plan("DROP") for law enforcement members of the Employees Retirement System. Enclosed is a copy of the proposed ordinance and impact study.

DESCRIPTION:

As the council might recall, the establishment of the DROP program for police officers was approved in the last PBA contract.

On August 14, 2019 the Board of Trustees, Employees Retirement System discussed and reviewed the proposed ordinance that will implement the Deferred Retirement Option Plan ("DROP") for Law Enforcement personnel. The Board unanimously approved the proposed ordinance as presented and further recommends for the Town Council to adopt and establish the new provisions.

Enclosed is a copy of the proposed ordinance and impact study.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. DROP.Ordinance.BHI.FINAL.7.18.2019 Clean_ (002)
2. ImpactStatement_ DROP Ordinance_No____7

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES, PROVIDING FOR THE CREATION OF A DEFERRED RETIREMENT OPTION (“DROP”) PLAN FOR SWORN MEMBERS OF THE RETIREMENT SYSTEM; PROVIDING FOR CODIFICATION; AND PROVIDING FOR THE TERMS AND CONDITIONS OF ELIGIBILITY AND PARTICIPATION.

WHEREAS, The Town of Bay Harbor Islands and the Police Benevolent Association have agreed through collective bargaining to amend Article 29, Pension Plan, of the current Collective Bargaining Agreement;

WHEREAS, the Town Council has received and reviewed an actuarial impact statement related to these changes,

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1. That Chapter 16, Town of Bay Harbor Islands Employees Retirement System, is hereby amended by adding the following:

- (1) Created:* There is hereby created a deferred retirement option (“DROP”) plan.
- (2) Eligibility:* Any member of the Town of sworn employees’ retirement system is eligible to enter the DROP on or age 65 with five years of credited service; or age 55 with ten years of credited service; or age 50 with twenty years of credited service.
- (3) Participation Time:* The maximum participation in the DROP shall be 60 months. However, an extension of a member’s participation time in the DROP may be allowed at the sole discretion of the town manager and on a case by case basis. If an extension of time is allowed, the manager’s approval shall be in writing and it shall specify the amount of time the extension is approved for.
- (4) No additional creditable services:* Upon entering DROP, the employee shall not receive any additional creditable service for pension purposes. Additionally, the amount of final average salary for calculation of pension benefits shall be determined as of the date of entering the DROP. No payment shall be made for accrued unused leave upon entering the DROP, nor shall the amount of accrued unpaid leave be used in the calculation in the amount of pension benefits.
- (5) Election of optional forms of payment:* Upon entering the DROP, the member may elect an optional form of payment. Once the election is made, it may not be changed.

- (6) *Contributions:* Upon the effective date of the member's commencement of participation in the DROP, the member's contribution shall be discontinued.
- (7) *Irrevocable resignations:* The Town sworn employees' retirement system shall promulgate the appropriate administrative forms for administering the DROP, which forms must include, at a minimum, an irrevocable resignation from employment from the Town, which is effective no more than five years from the date of entry into the DROP. The resignation is irrevocable. A DROP member may actually separate from service prior to the expiration of the five-year period. A DROP member may participate in the DROP only once.
- (8) *Limitation or disqualification for other benefits:* Upon commencement of participation in the DROP, the member shall not be eligible for disability or pre-retirement death benefits.
- (9) *Payments to DROP accounts:* The monthly retirement benefits that would have been payable had the member elected to cease employment and not join the DROP, shall be credited to the member's DROP account. The money in all participant's DROP accounts will be commingled with all other assets of the fund, but separate accounting shall be made.
- (10) *Crediting interest in the DROP account:* For all those persons who enter the DROP on or after _____, 2019 the member's DROP account shall be credited with whatever interest is earned by the individual employee's retirement system account for the fiscal year; minus whatever administrative fees are reasonably incurred by the Town in processing the account(s). If the net interest earned by the retirement system is zero percent or less, the member's DROP account will not be credited with interest, and any loss(es) will be debited from the member's DROP account. However, in the event of a loss the employee shall be afforded the opportunity to recuperate any part of the lost amount(s) by requesting an extension of DROP participation time consistent with paragraph (3) above.
- (11) *Distribution:* Upon termination of a DROP member's employment with the Town from a position that is covered by the Town sworn employees' retirement system, the retirement benefits payable to the member or the member's beneficiary (if the member selected an optional form of retirement benefits which provides for payment to the beneficiary) shall be paid to the member, or, if the member is deceased, to the member's designated beneficiary, or, if no surviving designated beneficiary, to the member's estate and shall no longer be credited to the member's DROP account.

Upon termination of a DROP member's employment with the Town from a position that is covered by the sworn employee's retirement system, the balance credited to the participant's DROP account shall be payable either to the participant or as a direct rollover into any qualified plan that accepts rollovers. All distributions must comply with the Internal Revenue Code and regulations promulgated thereunder.

- (12) *DROP payments in the event of death:* If a DROP member dies before his/her account balance is paid in full, the member's surviving designated beneficiary, or if there is no surviving designated beneficiary, the member's estate, shall have the same rights as a

member to elect and receive the same benefit options as available to retired members. DROP payments to the beneficiary or estate shall be in addition to any retirement benefits payable to the designated beneficiary.

(13) *Administrative rules and regulations:* The board of trustees shall have authority to promulgate administrative rules and regulation for the carrying out of the DROP.

(14) *Administrative costs:* All persons who enter the DROP on or after _____, 2019 will be assessed an administrative cost for the administration of the DROP account. The administrative fee to be charged will be in the sole discretion of the board of trustees.

(15) *Loss to DROP account balance:* DROP member's principal balance will be decreased if an accrued loss results over the total DROP period as a result of administrative expenses.

Section 2. That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or applications of this Ordinance.

Section 3. That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of this Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4. That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. That this Ordinance shall be in full force and take effect immediately applying upon its passage and adoption.

PASSED on the First Reading this ____ day of _____, 2019.

PASSED and ADOPTED on Second Reading on this ____ day of _____, 2019

STEPHANIE BRUDER
MAYOR

ATTEST:

MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____, ESQ.
TOWN ATTORNEY

**TOWN OF BAY HARBOR ISLANDS
EMPLOYEES RETIREMENT SYSTEM**

IMPACT STATEMENT FOR ORDINANCE NO. _____

PART ONE: CERTIFICATION OF THE PLAN ADMINISTRATOR

I have enclosed a copy of Ordinance No. _____ of the Town of Bay Harbor Islands, which ordinance makes the following change to the Town of Bay Harbor Islands Employees Retirement System:

Adds a deferred retirement option plan (DROP) for police officers who earn at least 25 years of service or who attain normal retirement age.

The plan's enrolled actuary, Charles T. Carr of Southern Actuarial Services Company, Inc., was provided with a copy of the proposed ordinance. In addition, the described plan change meets the requirements of Part VII, Chapter 112, Florida Statutes, and Section 14, Article X of the State Constitution.

Chairman, Board of Trustees

PART TWO: CERTIFICATION OF THE ENROLLED ACTUARY

Chapter 112 requires disclosure of the effect of changes in assumptions, methods, and plan provisions on certain liabilities. I have determined the impact of Ordinance No. _____ based on the results of the October 1, 2018 actuarial valuation. Because none of the current active employees are assumed to enter the DROP prior to their normal retirement age and because all employees are assumed to retire at their normal retirement age, the ordinance is estimated not to increase the annual contribution required from the Town for the police officers' portion of the plan.

The following tables set forth the required disclosures in connection with the plan change which has been described above:



Police Officers' Portion Of the Plan	As of October 1, 2018 (Old Plan Provisions)	As of October 1, 2018 (New Plan Provisions)
Present value of future expected benefit payments:		
for active participants		
<i>retirement benefits</i>	\$ 11,232,256	\$ 11,232,256
<i>termination benefits</i>	377,615	377,615
<i>disability benefits</i>	107,892	107,892
<i>death benefits</i>	16,319	16,319
<i>return of contributions</i>	8,792	8,792
<i>sub-total</i>	\$ 11,742,874	\$ 11,742,874
for deferred vested participants	\$ 403,002	\$ 403,002
for retired participants and beneficiaries		
<i>retired (other than disab.) & benef.</i>	\$ 1,865,557	\$ 1,865,557
<i>disabled retirees</i>	0	0
<i>sub-total</i>	\$ 1,865,557	\$ 1,865,557
total	\$ 14,011,433	\$ 14,011,433
Entry age normal accrued liability:		
for active participants		
<i>retirement benefits</i>	\$ 8,508,751	\$ 8,508,751
<i>termination benefits</i>	187,492	187,492
<i>disability benefits</i>	46,515	46,515
<i>death benefits</i>	7,146	7,146
<i>return of contributions</i>	1,959	1,959
<i>sub-total</i>	\$ 8,751,863	\$ 8,751,863
for inactive participants	\$ 2,268,559	\$ 2,268,559
total	\$ 11,020,422	\$ 11,020,422
Actuarial value of assets	(11,692,573)	(11,692,573)
Unfunded accrued liability	\$ (672,151)	\$ (672,151)
Actuarial present value of accrued benefits	\$ 10,287,037	\$ 10,287,037
Present value of active participants':		
Future salaries	\$ 8,158,716	\$ 8,158,716
Future contributions	\$ 652,697	\$ 652,697
Present value of future contributions from the employer (including expense loading)	\$ 1,747,750	\$ 1,747,750
Total annual compensation (2019/20 FY)	\$ 1,984,588	\$ 1,984,588
Minimum required contribution (2019/20 FY):		
Annual normal cost (incl. expenses)	\$ 653,476	\$ 653,476
Amortization payment	(86,155)	(86,155)
Interest adjustment	10,721	10,721
Employee contribution	(152,661)	(152,661)
Total	\$ 425,381	\$ 425,381
(% of payroll)	21.43%	21.43%



This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate and, in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.

Respectfully submitted,



Charles T. Carr, A.S.A.
Consulting Actuary
Enrolled Actuary No. 17-04927

Date signed _____



AGENDA ITEM REPORT

October 7, 2019

ITEM NUMBER: 8.

ITEM: Consideration and Approval of an ordinance on **second** reading increasing the monthly base and flow charges for sewer service. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

The proposed ordinance will increase the monthly base and flow charges for the sewer service. Below are the existing and proposed rates:

Water Meter Size	Monthly Base Charge	Monthly Base Charge
1"	\$81.70	\$84.39
1.5"	\$163.40	\$168.78
2"	\$261.45	\$270.05
3"	\$490.15	\$506.28
4"	\$742.00	\$766.41

RECOMMENDED ACTION:

Council discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk

ATTACHMENTS

1. Sewer Rate Increase - 2019
2. Miami Beach letter - sewer increase 1920

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTION 20-9 OF THE TOWN CODE INCREASING THE MONTHLY BASE AND FLOW CHARGES FOR SEWER SERVICE; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is charged with protecting and preserving the public health, safety and welfare of the residents and those coming into the Town of Bay Harbor Islands; and

WHEREAS, the Town of Bay Harbor Islands purchases its sewer services from the City of Miami Beach, which in turn pays Miami-Dade County; and

WHEREAS, Miami-Dade County has indicated an increase of 3.29% for sewer services in its preliminary budget and the City of Miami Beach has indicated an unspecified increase in their surcharge; and

WHEREAS, the Town of Bay Harbor Islands does not currently have an alternative source to purchase sewer services and in order to maintain proper fiscal discipline must pass-through the County's increase; and

WHEREAS, the Town of Bay Harbor Islands wishes to increase the rates for sewer service charges in order to fund increased costs for sewage disposal;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS as follows:

Section 1. Section 20-9 is hereby amended to read as follows:

Sec. 20-9. Sewer service- Rates.

The schedule of rates for service supplied by the sewer system, which schedule shall be subject to such increase, decrease or revision from time to time as may be necessary to carry out the provisions of this section, shall be as follows:

Residential Users:

Sewage charges shall be based upon water usage (excluding water usage through meters used exclusively for irrigation) at a rate of ~~\$7.46~~ \$7.71 per thousand gallons. In addition, there shall be a monthly base charge of ~~\$19.63~~ \$20.28 per living unit regardless of usage.

Non-residential users:

Sewage charges shall be based upon water usage (excluding water usage through meters used exclusively for irrigation) at a rate of ~~\$7.46~~ \$7.71 per thousand gallons. In addition, there shall be a monthly base charge regardless of usage depending upon the size of the water meter as follows:

Water Meter Size	Monthly Base Charge	Monthly Base Charge
1"	\$81.70	\$84.39
1.5"	\$163.40	\$168.78
2"	\$261.45	\$270.05
3"	\$490.15	\$506.28
4"	\$742.00	\$766.41

An initial deposit of \$50.00 per water closet to ensure payment of the sewer charge. tapping charge of \$250.00 for each service connection made to any single-family dwelling unit and \$650.00 for each service connection made to any multiple-family dwelling or commercial establishment. To the charges set forth above shall be added that percent of such charges as determined from time to time by Miami-Dade County to compensate for the Miami-Dade County Water and Sewer utility services charge to finance the environmental resources management department's water protection and utility regulation program.

Section 2. Penalties

Violation of this Ordinance shall be subject to the imposition of penalties as provided by Miami-Dade County, Florida, and under Section 1-8 and any other penalty section(s) of the Code of the Town of Bay Harbor Islands.

Section 3. Severability

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code

It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Bay Harbor Islands; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" may be changed to "Section" or any other appropriate word.

Section 5. Effective Date

This Ordinance shall be effective for all billings rendered after October 1, 2019.

PASSED this ___ day of _ on first reading.

PASSED AND ADOPTED this ___ day of ___ on second reading.

MAYOR

ATTEST:

TOWN CLERK

MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

Public Works Department
Tel: 305-673-7080, Fax: 305-673-7087

July 31, 2019

Melissa Cruz
Assistant Town Manager/Finance Director
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Re: City of Miami Beach Satellite City Wholesale Sanitary Sewer Rate Notification

Dear Ms. Cruz:

This letter is to inform you that the Miami-Dade County Water and Sewer Department (WASD) recommended to the Board of County Commissioners that their wholesale sewer rate be increased.

Based on the WASD recommendation, the Fiscal Year 2019/2020 sewer rates charged by the City of Miami Beach for the Dry Season (November 1 to April 30) and the Wet Season (May 1 to October 31) will be as follows:

Wet Season	FY20
Miami-Dade Sewer Rate	\$3.5948
City of Miami Beach Surcharge	<u>0.3571</u>
Rate per 1,000 Gallons	\$3.9519

Dry Season	FY20
Miami-Dade Sewer Rate	\$2.7960
City of Miami Beach Surcharge	<u>0.3046</u>
Rate per 1,000 Gallons	\$3.1006

As you may also be aware, WASD included a "true-up" credit based upon decreased WASD sewer operating expenditures, debt service and renewal and replacement transfers in Fiscal Year 2017/18. The true-up amount calculated for the Town of Bay Harbor Islands is based upon the credit rate of \$0.1213 per thousand gallons of treated wastewater for all wholesale customers as calculated by WASD. The billed sewer flow for your municipality in FY 2017/18 was 230,405,382 gallons. The FY 2017/18 true-up credit for your city was calculated as follows:

Sewer flow per 1,000 gallons	230,405
True-Up rate per 1,000 gallons	x 0.1213
Total	<u>27,948</u>

The FY 2017/18 true-up will be prorated as of the October 2019 billing through March 2020.

Please contact me if you have any additional questions or concerns at 305-673-7080.

Sincerely,


Roy Coley

We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community.

Public Works Director

cc: Jay Fink, Public Works Assistant Director
Rodolfo De La Torre, Infrastructure Division Director
Nelson Perez-Jacome, City Engineer

AGENDA ITEM REPORT

October 7, 2019

ITEM NUMBER: 9.

ITEM: Consideration and Approval of an ordinance on first reading requested by Council Member Leonard and Council Member Reid to prohibit plastic beverage straws and plastic beverage stirrers. Attach is a copy of the proposed ordinance.

DESCRIPTION:

At August 12th, 2019, Regular Town Council Meeting the Town Council discussed the recently adopted legislation by the Village of Bal Harbour to prohibit the use of single use plastic such as plastic plates, cups, bowls, and utensils. It was the Town Council consensus for staff to prepare an ordinance for first reading to prohibit the use of plastic beverage straws and plastic beverage stirrers.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
 Jordan Leonard, Council Member
 Kelly Reid, Council Member

ATTACHMENTS

1. Ordinance-Plastic Beverage Straws and Plastic Beverage Stirrers - Prohibition

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 9 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED SOLID WASTE COLLECTION; AND SPECIFICALLY ADDING AND REVISING DEFINITIONS TO SECTION 9.1 AND ADDING A NEW SECTION 9-28 PROHIBITING PLASTIC BEVERAGE STRAWS AND PLASTIC BEVERAGE STIRRERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council is charged with the protection of the health, safety and welfare of the Town's residents; and

WHEREAS, the Town Council desires to conserve resources and reduce greenhouse gas emissions, waste, litter, and pollution; and

WHEREAS, plastic beverage straws and plastic beverage stirrers constitute a portion of the litter in the Town and creates difficulties for the operation of an environmentally and financially responsible program of solid waste management; and

WHEREAS, plastic beverage straws and plastic beverage stirrers often enter the Town's storm drains and watersheds, thereby posing a threat to the natural environment; and

WHEREAS, the Town Council finds that there are reasonable, environmentally friendly alternatives to plastic beverage straws and plastic beverage stirrers; and

WHEREAS, in order to decrease the use of plastic beverage straws and plastic beverage stirrers in the Town of Bay Harbor Islands, it is necessary to regulate such use:

WHEREAS, the Town Council, based upon the foregoing, wishes to prohibit the use of plastic beverage straws and plastic beverage stirrers within the Town;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1: That the Town of Bay Harbor Islands Solid Waste Collections Code is hereby amended to amend Section 9-21 entitled Definitions and adding a new Section 9-28, as more fully set forth in the attached Exhibit "A", and by reference is made a part hereof.

Section 2: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 3: That it is the intention of the Town Council of the Town of Bay Harbor Islands, Florida, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5: That this Ordinance shall be in full force and take effect one hundred and eighty (180) days upon its passage and adoption.

PASSED on First Reading this _____ day of _____ 2019.

PASSED AND ADOPTED on Second Reading this _____ day of _____ 2019.

STEPHANIE BRUDER,
Mayor

ATTEST:

MARLENE M. SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

FRANK C. SIMONE, ESQ.
Assistant Town Attorney

EXHIBIT A

Amendments to the Town of Bay Harbor Islands, Florida Code of Ordinances

CHAPTER 9 – SOLID WASTE COLLECTION

ARTICLE II. – COLLECTION.

Sec. 9-21. - Definitions.

For purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Bagging, bagged. Placement of garbage, waste or debris in a plastic bag with proper closure and securing of the opening of the bag so that it will not open and allow loose garbage, waste or debris to spill out of the bag onto the street or property.

Beverage. Any liquid, including any slurry, frozen, semi-frozen, or other forms of liquids, intended for drinking.

Biohazardous waste. Any solid waste or liquid waste which may present a threat of infection to humans. The term includes but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; used disposable sharps; human blood, and human blood products, any body fluids; and other materials which represent a significant risk of infection to persons outside of the generating facility.

Biohazardous waste contractor. A private waste contractor who collects and disposes of biohazardous waste.

Bulk waste. Waste which requires special handling, including but not limited to, large boxes, cartons, containers, bulky quantities of papers and books, furniture, furnishings, bulky household items and all other accumulations of a nature other than garbage which are usual to housekeeping and to the operation of stores, offices and business places.

Bulk yard waste. Waste which requires special handling, including but not limited to, any landscape debris too large to be bagged or containerized such as bushes and shrubbery, accumulation of tree branches, tree limbs or parts of trees which are up to three inches in diameter thickness and do not exceed four feet in length.

Commercial establishment. An establishment dealing in an exchange of goods or services for money or barter. For the purposes of this chapter the term shall include but shall not be limited to churches, synagogues and schools when applicable.

Commercial refuse. All solid waste produced by commercial establishments.

Construction materials. Wood, masonry or other materials used in construction, remodeling or repair of buildings or structures.

Curbside. Areas between the sidewalk and street edge; or in areas without sidewalks, the area between the edge of the traveled portion of any public or private street and the property line not to exceed ten feet, and no closer than ten feet to the adjacent property.

Dumpster. A container approved by the waste industry with a tight-fitting top and a minimum capacity of one-half cubic yard or 100 gallons, approved for use by the town. For purposes of this chapter, compactor containers shall be considered dumpsters.

Expanded Polystyrene Foam. Blown polystyrene and expanded and extruded foams which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, and extrusion-blow molding (extruded foam polystyrene).

Expanded Polystyrene Foam Products. All plates, bowls, cups, lids, trays, food containers, coolers, ice chests, and all similar articles that consist of Expanded Polystyrene Foam. (Expanded polystyrene foam products are commonly but incorrectly referred to as “Styrofoam”).

Food Service Business. Restaurants (defined below), stores, vending trucks, food carts, and any other businesses selling or providing food and ~~drink~~ beverage(s) for consumption on or off the premises or at events.

Garbage. Every refuse accumulation and all waste materials of any type and nature formerly used by humans, human consumption and use, including, but not limited to, food, food byproducts, kitchen waste, nonbulky paper and paper products, cans, boxes, food containers of any type and all other materials that are subject to decay, putrefaction and degeneration and/or production of noxious or offensive gases or odors, or which during or after decay may serve as breeding or feeding materials for flies or other germ-carrying insects.

Garbage can or container. A container of a size and capacity suitable for holding bagged garbage or trash, which container shall be subject to the approval of the town, and which shall have a tight-fitting solid top.

Garbage or waste facility. Includes dumpster and waste container.

Garbage or waste storage facility. A structure enclosed on bottom and all sides (except the top which may be open or closed) constructed of solid material and having sufficient capacity to hold all garbage facilities required for a particular establishment. A town permit shall be required for construction of this storage facility and it shall be so constructed as to be compatible in appearance with the building which it services.

Hazardous waste. Solid waste or a combination of solid wastes, which, because of its quality, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated or otherwise managed. Such wastes include, but are not limited to, oils, paint, lead-acid batteries, chemicals, whole tires, biohazardous wastes.

Hazardous waste contractor. A private waste contractor who collects and disposes of hazardous waste.

Industrial waste. All waste and debris generated by construction, land clearing, excavating of structures, roads, streets, sidewalks or parkways, including waste collected for recycling, and including, but not limited to, oil, grease and petroleum.

Landscape debris. The refuse attending the care of lawns, shrubbery, vines, palms and trees, including, but not limited to, all accumulation of lawn grass, or shrubbery cuttings or clippings and leaf rakings (free of dirt, rocks, tree branches, limbs, parts of trees, bushes, and bulky or noncombustible materials), all of which can be containerized in waterproof containers.

Landscape firm. Landscape architects, landscape contractors, landscape maintenance firms, gardeners and persons doing business in the town and creating garden trash or special handling trash.

Multifamily residence. A building occupied or intended to be occupied by two or more families living separately with separate cooking facilities in each unit.

Occupant. Any person using or having actual possession of any building, lot, premises, or part thereof.

Operator or manager. Any person who has control or use of or is in charge of or has responsibility for the care of any building or lot, or premises or part thereof.

Owner. Any person, firm, corporation or other legal entity, who individually, jointly or severally with others, holds the legal or beneficial title to any building, facilities, equipment or premises subject to the provisions of this chapter. The term shall include the owner's duly authorized agent, a purchaser, devisee, fiduciary, property holder or any other person, firm, corporation or legal entity having a vested or contingent interest, or in the case of a leased premises, the legal holder of the lease, or his legal representative. It is intended that this term shall be construed as applicable to the person, firm, corporation or legal entity responsible for the construction, maintenance and operation of the building, facilities or premises involved.

Person. Any individual, firm, association, joint venture, partnership, limited partnership, corporation, joint stock association, estate, trust, syndicate, fiduciary or business entity, whether singular or plural, public or private.

Plastic Beverage Straw. A tube made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources, for transferring a beverage from its container to the mouth of the drinker. “Plastic Beverage Straw” includes compostable and biodegradable petroleum or biologically based polymer straws, but does not include straws that are made from non-plastic materials, such as paper, sugar cane, bamboo, etc.

Plastic Beverage Stirrer. A device that is used to mix beverages and is made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources, for transferring a beverage from its container to the mouth of the drinker. “Plastic Beverage Stirrer” includes compostable and biodegradable petroleum or biologically based polymer stirrers, but does not include stirrers that are made from non-plastic materials, such as paper, sugar cane, bamboo, etc.

Private waste collector/contractor. Any person or firm engaged in the business of collecting and disposing of waste within the town limits of Bay Harbor Islands who has a current occupational license for conducting such activity issued by the town.

Recyclable material. Those materials which are capable of being recycled and which would otherwise be processed or disposed of as waste.

Recycling. Any process by which materials which would otherwise become solid waste, are collected, separated, or processed to be reused or returned to use in the form of raw materials or products.

Recycling container. A container approved by the town for use for collection of recyclable material by the town or by approved town licensed contractor.

Recycling contractor. A contractor licensed by the town to collect recyclable materials and transport them to a state- or county-licensed recycling facility for processing which will return them to use in the form of raw materials or products.

Residential refuse. All garbage and rubbish originated in a dwelling or residence, whether single-family or multifamily.

Restaurant. A commercial establishment maintained and operated as a place where food is regularly prepared, served or sold for immediate consumption on or about the premises, or a commercial establishment where prepared food is called for, delivered to or taken out by customers, not otherwise provided for herein.

Roll off compaction container. A roll off designed to hold or receive compacted trash or garbage.

Roll off container. An open metal container approved for use by the town, with a minimum capacity of ten cubic yards, designed to be transported by a motorized vehicle, used for the purpose of removing construction debris, which includes rock, metal and other materials used in connection with a construction project or for the removal of large quantities of trash and bulky waste.

Roll off contractor. A private waste contractor licensed by the town who uses roll off containers for the collection and disposal of construction debris and large quantities of bulky waste but not garbage or commercial refuse.

Rubbish or trash. Refuse accumulations of paper, excelsior, rags, wooden or paper boxes or containers, sweepings and all other accumulations of a nature other than garbage, which are usual to housekeeping and to the operation of stores, offices, and other business places; any bottles, cans, or other containers, which, due to their ability to retain water, may serve as breeding places for mosquitoes or other water-breeding insects; trash shall not include industrial waste as defined above.

Special handling garden trash. Accumulation of palm fronds, bushes, shrubbery, tree branches, tree limbs, parts of trees, that are over three inches in diameter and not exceeding four feet in length, all of which is too large to be containerized.

Trash. Any small quantity of non-garden trash, such as boxes, cartons, containers, etc.

Waste container. A container made of durable plastic of a capacity provided by the town for collection of solid waste awaiting pickup and disposal. Such container shall have two wheels for transporting, a metal bar by which it may be lifted, and shall have a water tight attached solid top.

Waste/solid waste. Includes bulky waste, commercial refuse, garden trash, tree and shrubbery trash, garbage, refuse, rubbish, special handling trash, trash, hazardous waste, biohazardous waste, industrial waste, residential refuse, white goods, or other discarded material, including solid,

liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, and commercial operations.

White goods. Discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

Yard waste. Refer to "Landscape debris."

...

Sec. 9-26. - Littering; throwing material in drains and sewers.

It shall be unlawful to throw any paper, trash, garbage or debris upon any street, alley, park, waterway, bay or other public or private property in the town; or to cast or throw or cause to be cast or thrown into any of the gutters, drains or sewers within the Town of Bay Harbor Islands any garbage, trash, tree or grass cuttings, or other substance calculated to cause any obstruction or nuisance to the gutters, drains, or sewers.

Sec. 9-27. – Prohibition of Expanded Polystyrene Products.

Food Service Businesses shall be prohibited from selling or providing food and beverages in or on Expanded Polystyrene Foam Products in the Town of Bay Harbor Islands.

Sec. 9-28 – Prohibition of Plastic Beverage Straws and Plastic Beverage Stirrers; Exceptions.

- a) A plastic beverage straw shall not be sold or distributed within the Town of Bay Harbor Islands.
- b) Exceptions. The plastic beverage straw prohibition shall not apply to:
 - (1) Pre-packaged drinks sold at a Food Services Business.
 - (2) Use by medical or dental facilities.
 - (3) Use by the school district or county, state, or federal governmental entities.
 - (4) Use during a locally declared emergency.
 - (5) Use by individuals with a disability or other impairment requiring the use of a plastic beverage straw.
- c) A Plastic beverage stirrer shall not be sold or distributed within the Town of Bay Harbor Islands.

SEC. 9-298- Penalty; notice; lien.

- (a) Any person who shall violate any of the provisions of this chapter shall be punished in accordance with the provisions of section 1-8
- (b) Violation of the provisions of this chapter creates a civil liability in addition to the penalty provisions of section 1-8. The civil liability of the owner, operator and occupant of the property shall be as follows:
 - (1) The town shall have the right to remove any container, garbage or trash, landscape debris, special-handling landscape debris and trash that is in violation of this chapter, and to levy and charge the owner of the property a fee as determined by the town but in the amount of not less than \$50.00 for each violation, plus the costs to the town of removal and/or correction of any violation of this chapter.
 - (2) Notice of the fee charged by the town for violation shall be sent to the property owner, operator or occupant at the last address of record by certified mail, return receipt requested and regular mail.
 - (3) Any owner, operator, or occupant who violates any provision of this chapter shall be subject to the provisions of chapter 5¾ of the Code and shall be entitled to notice and a hearing as provided therein.

- (4) The town shall have the right to suspend any occupational license issued by the town to an owner, operator, or occupant until all violations have been satisfied and all penalties have been paid.
- (5) All fees pursuant to this chapter that are not paid within 30 days after mailing notice shall constitute, and are hereby imposed as, special assessment liens against the real property aforesaid, and until fully paid and discharged, or barred by law, shall remain liens equal in rank and dignity with the lien of the town ad valorem taxes. Unless otherwise provided in this chapter, such fees shall become delinquent if not fully paid within 30 days after the due date. Delinquent fees not paid within 30 days from the date same became due and payable shall be increased by ten percent of the fee. Thereafter, delinquent fees and penalty assessment shall accrue interest monthly at the highest statutory rate until paid. Unpaid and delinquent fees, together with all penalties imposed thereon, shall remain and constitute special assessment liens against the real property involved for a period of ten years from the due date thereof, and be renewed. Such special assessment liens for fees and penalties may be enforced by any of the methods provided in F.S. ch. 86 or, in the alternative, foreclosure proceedings may be instituted and prosecuted under the provision of F.S. ch. 173 or the collection and enforcement of payment thereof may be accompanied by any other method authorized by law.
- (6) All delinquent fees pursuant to this section shall constitute special assessment liens and the town clerk shall cause to be filed in the office of the clerk of the circuit court of the county a notice of lien or statement showing a legal description of the real property against which the lien is claimed, its location by street and number, the name of the owner as reflected by the records of the town, an accurate statement of the total amount of unpaid and delinquent fees claimed to be due, and a copy of such notice of lien shall be mailed to the owner of the property involved, as shown by the records of the town. Such notices of lien shall be filed in a special lien docket book maintained by the clerk for the circuit court or of the town for such purpose, which shall contain such liens as have been filed. Such liens, if filed, may be discharged and satisfied by the payment to the town of the aggregate amounts specified in the notice of lien, together with interest thereon from the date of filing of the lien, of filing of the lien, computed at the highest statutory rate, together with administrative costs and filing and recording fees. When any such lien has been paid or discharged, the town shall promptly cause evidence of the satisfaction and discharge of such lien to be entered in the waste lien docket book and in the public records. Any person, firm, corporation or legal entity, other than the present owner of the property involved, who pays any such lien shall be entitled to receive an assignment of the lien held by the town and shall be subrogated to the rights of the town in respect to the enforcement of such lien.
- (7) The town shall recover attorney's fees, court costs, and costs of enforcement and investigation in any action to enforce this chapter.
- (8) The town manager is hereby delegated and shall have the full authority of the town council to promulgate regulations to enforce and administer the provisions of this chapter.

AGENDA ITEM REPORT

October 7, 2019

ITEM NUMBER: 10.

ITEM: Consideration and Approval of an ordinance on **first** reading amending the Chapter 5 Town Code to require a demolition Bond. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

The office of the Town Attorney prepared an ordinance on first reading at the request of the Town Council as it relates to new developments that have ceased or abandoned construction work.

The proposed ordinance will require a demolition bond to be utilized to demolish an unfinished project in the event that construction work is suspended or abandoned for six (6) months after construction work commenced.

Enclosed is a copy of the proposed ordinance.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Frank Simone, Assistant Town Attorney

ATTACHMENTS

1. Proposed Ordinance Demolition Bond

ORDINANCE NO. _____

**AN ORDINANCE OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
AMENDING CHAPTER 5 ENTITLED BUILDINGS AND
CONSTRUCTION OF THE TOWN'S ADOPTED CODE OF
ORDINANCES AND SPECIFICALLY ADDING A NEW
SECTION 5.3.1 TO REQUIRE A DEMOLITION BOND;
PROVIDING FOR SEVERABILITY; PROVIDING FOR
CODIFICATION; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the Town Council is charged with the protection of the health, safety and welfare of the Town's residents; and

WHEREAS, the Town Council periodically studies and amends the Buildings and Construction Code Accordingly; and

WHEREAS, the Town has had certain projects that have had their permit expire, the project becomes abandoned, remains uncompleted for an indefinite period of time and, thus, becoming a nuisance and a hazard to the residents of the Town; and

WHEREAS, it has become evident to the Town Council that to ensure that projects to not remain uncompleted, abandoned, and a nuisance and hazard, a demolition bond should be required to obtain a building permit for an approved site plan; and

WHEREAS, the Town Council desires to amend the Buildings and Construction Code to require a demolition bond to obtain a building permit for an approved site plan; and

WHEREAS, the Town Council held a duly advertised public meeting(s) to consider the proposed modification to the Town's Buildings and Construction Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA:**

Section 1: That the Town of Bay Harbor Islands Buildings and Construction Code is hereby amended to add a new Section 5-3.1 to require a demolition bond in order to obtain a building permit for an approved site plan, as more fully set forth in the attached Exhibit "A", and by reference is made a part hereof.

Section 2: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 3: That it is the intention of the Town Council of the Town of Bay Harbor Islands, Florida, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5: That this Ordinance shall be in full force and take effect one hundred and eighty (180) days upon its passage and adoption.

PASSED on First Reading this _____ day of _____ 2019.

PASSED AND ADOPTED on Second Reading this _____ day of _____ 2019.

STEPHANIE BRUDER,
Mayor

ATTEST:

MARLENE SIEGEL
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

FRANK C. SIMONE, ESQ.
Assistant Town Attorney

EXHIBIT A

Amendments to the Town of Bay Harbor Islands, Florida Code of Ordinances

CHAPTER 5 – BUILDINGS AND CONSTRUCTION

ARTICLE I. – IN GENERAL

...

Sec. 5-3.1 Demolition Bond. A demolition bond shall be required to obtain a building permit on an approved site development plan for multi-family and commercial projects. The demolition bond shall be in an amount required to demolish the project and in a form acceptable to the Town Manager. The demolition bond may be used by the Town in order to demolish the project in the event that: a) the work authorized by a building permit is suspended or abandoned for six (6) months after the time that the construction work commenced (and, thus, the building permit expires), or the building permit is revoked, or the building permit becomes null and void; and b) a new building permit is not obtained within six (6) months after the building permit expired, was revoked, or became null and void. The demolition bond shall not be used by the Town if the building permit has received an approved inspection within six (6) months or if the construction of the project was halted as a direct result of an injunction or court order.

AGENDA ITEM REPORT

October 7, 2019

ITEM NUMBER: 11.

ITEM: Adoption of a Vision and Mission Statement for the Town.

DESCRIPTION:

At its first retreat held in July, the Town Council collectively discussed their vision and mission for the Town. The retreat facilitator, Amy Paul, gathered the council's comments and prepared following the Vision Statement and Mission statement for the council's approval:

Vision Statement

"Bay Harbor Islands is a unique, small-town community that provides residents with a neighborhood feel while delivering large-town amenities".

Mission Statement

"Bay Harbor Islands is committed to serving its community by providing the highest level of service through a transparent and ethical government that enhances the quality of life for current and future generations".

Staff recommends adoption of the Vision and Mission Statements.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

This item has no fiscal impact on the Town.

BUDGET IMPACT:

Submitted By: Juan C Jimenez, Town Manager
 Juan C Jimenez, Town Manager

ATTACHMENTS

None

AGENDA ITEM REPORT

October 7, 2019

ITEM NUMBER: 12.

ITEM: Discussion requested by Council Member Reid to amend the regulations for unit sizes in the B-1 Business District to be the same size as the residential district. Enclosed is a comparison of the sizes provided by Town Planner Miller.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk
Kelly Reid, Council Member

ATTACHMENTS

1. 1177 Kane Concourse - DU Square Footage Analysis - Sept. 2019

TOWN OF BAY HARBOR ISLANDS, FLORIDA
PLANNING AND ZONING ANALYSIS

1177 Kane Concourse (Mixed-Use Development)
Proposed Dwelling Unit Analysis

The current Site Development Plan includes 104 dwelling units (DU)s. The Town Council is now considering several approvals to allow the development to proceed as designed. One of the issues is the proposed residential density and size of the units. The Town's Code includes provisions that limit the residential density and set a minimum size of each DU. The B-1 Business District allows DU to be slightly smaller in size than in the normal multifamily residential districts. The rationale for allowing smaller DU was it was thought singles / young couples / empty nesters / non-families / nonprofessionals might be attracted to the Town's urban core in more affordable rental complexes. Following is summary of the Code provisions (sq. ft.) and what the developer is currently requesting.

	RM Min. Criteria	B-1 Min. Criteria	Provided
Efficiency	750	650	760 (1 DU)
1 Bedroom	900	800	864 - 1,040 / Av. 926 (36 DU)
2 Bedroom	1,150	950	1,010 - 1,329 / Av. 1,188 (53 DU)
3 Bedroom	1,350	1,100	1,282 (14 DU)
Additional BR	Add 200 per BR	Add 150 per BR	